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No. 41] NEW DELHI, SATURDAY, OCTOBER 8, 1988/ASVINA 16, 1910

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India (other than
the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 16 सितम्बर, 1988

का.आ. 2976.—दण्ड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 24 की उपधारा (8) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा, द्वितीय विशेष न्यायाधीश, कलकत्ता के न्यायालय में श्री के.एम. चावड़ा, इन्स्पेक्टिंग असिस्टेंट कमिश्नर आफ इनकम टैक्स, पश्चिम बंगाल-2 कलकत्ता के विरुद्ध मामला संख्या 3/79-सी.आई.यू. (पी)/ए.सी.यू. (4) में अभियोजन का संचालन करने हेतु सर्वश्री अनन्त कुमार मुकर्जी तथा गौतम सेन, अधिवक्ता, कलकत्ता को विशेष लोक अभियोजक के रूप में नियुक्त करती

225/22/88-ए.वी.डी.-III

MINISTRY OF P

L, P.G. & PENSIONS

(Department

Personnel & Training)

New Delhi, the 16th September, 1988

S.O. 2976.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure,

2401 GI/88—1

(3603)

1973(2 of 1974), the Central Government hereby appoints S/Shri Anjan Kumar Mukherjee and Gautam Sen, Advocate, Calcutta, as Special Public Prosecutors for conducting prosecution of case No. RC No. (3)/79-CIP(P)/ACU(IV) against Shri K. M. Chavda, Inspecting Assistant Commissioner of Income Tax, West Bengal-II, Calcutta in the court of 2nd Special Judge, Calcutta.

[No. 225/22/88-AVD.II]

नई दिल्ली, 19 सितम्बर, 1988

का.आ. 2977.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता 1973 (1974 का 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री वाई.के. फुक्कन, अधिवक्ता, गुवाहाटी को विशेष न्यायिक मजिस्ट्रेट, प्रथम श्रेणी, गुवाहाटी के न्यायालय में श्री उमेश बोरगोहेन, तत्कालीन विक्रया कार्यपालक, इंडियन इंस एण्ड फार्मास्युटिकल्स लि., कलकत्ता के विरुद्ध दिल्ली विशेष पुलिस स्थापना मामला सं. आर.सी.-4/80-सी.आई.यू.-3 (1986 का न्यायालय मामला सं. 754) के अभियोजन के संचालन के लिए विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/20/88-ए.वी.डी.-II]

New Delhi, the 19th September, 1988

S.O. 2977.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Y. K. Phukan, Advocate, Guwahati as Special Public Prosecutors for the purpose of conducting the trial of the Delhi Special Police Establishment Case No. RC. 4/80-CIU. III Court case No. 754 of 1986 against Shri Umesh Borgohain, the then Sales Executive Indian Drugs & Pharmaceuticals Ltd., Calcutta, in the court of Special Judicial Magistrate, 1st Class, Guwahati.

[No. 225/20/88-AVD.II]

का. आ. 2978—केन्द्रीय सरकार दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद-द्वारा सर्वश्री परमेश्वर दयाल तथा आर. बी. खरे, अधिवक्ता लखनऊ को मजिस्ट्रेट के न्यायालय में सभी कार्यवाहियों में उपस्थित होने, सेशन न्यायालय में परीक्षण के संचालन और के. प्र. व्यूरो/वि. पु. स्थापन द्वारा अन्वेषित आर. सी. 2 (एम)/88-एम. आई. यू.-5 के संबंध में तथा उससे उद्भूत सभी कार्यवाहियों में पुनरीक्षण और अपील न्यायालयों में उपस्थित होने के प्रयोजन के लिए विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/25/88-ए. बी. डी.-II]

S.O. 2978.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974) the Central Government hereby appoints Sarvashri Parmeshwar Dayal and R. B. Khare, Advocates, Lucknow, as Special Public Prosecutors for the purpose of appearing in all proceedings in the Magistrate's Court, to conduct trial in the court of the Sessions and to appear in all proceedings in the Revisional & Appellate courts in relation to and arising out of RC 2 (S)/88-SIU-V investigated by the Central Bureau of Investigation (Special Police Establishment), New Delhi.

[No. 225/25/88-ADM-II]

नई दिल्ली, 22 सितम्बर, 1988

आवेग

का. आ. 2979—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम 1946 (1946 का 25) की धारा 6 के साथ पठित, धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नागालैंड राज्य सरकार की सहमति से नीचे लिखित अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण नागालैंड राज्य पर करती है:—

(क) आयुध अधिनियम, 1959 का केन्द्रीय अधिनियम सं. (54) का 25 और 30।

(ख) ऊपर वर्णित एक या अधिक अपराधों के संबंध में या उनसे संशुद्ध प्रयत्नों, दुरुप्रेरणों और पडर्यंत्रों के संबंध में और उन्हीं तथ्यों से उत्पन्न होने वाले वेगे हो संव्यवहार के अनुरूप में किए गए किसी

अन्य अपराध या अपराधों के संबंध में और श्री. एम. एस. आहलुवालिया, आई. ए. एस., मन्त्रि और आयुक्त, थर्म और रोजगार, नागालैंड सरकार, कोहिमा के विरुद्ध आयुध अधिनियम के उल्लंघन में छल करने और आनेवाला रखने संबंधी रजिस्ट्री-कृत एस. आई. यू.-I, एस. आई. सी.-I सी. बी. आई. वाले मामले और भारतीय दंड संहिता की धारा 420 के अधीन आर. सी. 6/87-एम. आई. यू.-I और आयुध अधिनियम 25 के अधीन मामले के संबंध में।

[सं. 228/30/87-ए. बी. डी.-II]

जी. सीतारामन, अधर सचिव

New Delhi, the 22nd September, 1988

ORDER

S.S. 2979.—In exercise of the powers conferred by the sub-section (1) of Section 5, read with section 6, of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government, with the consent of State Government of Nagaland, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Nagaland for investigation of offences as under:—

(a) 25 and 30 of the Arms Act, 1959 (Central Act No. 54 of 1959).

(b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence of offences committed in the course of the same transaction arising out of the same facts, in regard to RC. 6/87-SIU. I u/s 420 IPC and 25 Arms Act relating to cheating and possession of fire-arms in violation of the Arms Act, registered in SIU, I. SIC, I CBI against Shri S. S. Ahluvalia, IAS, Secretary and Commissioner, Labour & Employment, Government of Nagaland, Kohima.

[No. 228/30/87-AVD. II]

(J. SITARAMAN, Under Secy.)

विन मंत्रालय

राजस्व विभाग

नई दिल्ली, 27 जुलाई, 1988

आयकर

का. आ. 2980.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उपखण्ड के प्रयोजनार्थ, "श्री जगदम्बा मन्दिर ट्रस्ट, बम्बई" को कर-निर्धारण वर्ष 1986-87 में 1988-89 तक के लिए अधिमूचित करती है।

[सं. 8050 (फा. सं. 197/6/87-आ. क. नि.-I)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 27th July, 1988

(INCOME-TAX)

S.O. 2980.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Jagadamba Mandir Trust, Bombay" for the purpose of the said sub-clause for the assessment years 1986-87 to 1988-89.

[P. No. 197/6/87-IT(A1)]

आयकर

का.आ. 2981.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उपखण्ड के प्रयोजनार्थ, "सेठ गोकुलदास तेजपाल चैरिटीज" को कर-निर्धारण वर्ष 1988-89 के लिए अधिसूचित करती है।

[सं. 8052 (फा.सं. 197/113-88-आ.क.नि.-1)]

INCOME-TAX

S.O. 2981.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sheth Goculdas Tejpal Charities" for the purpose of the said sub-clause for assessment year 1988-89.

[No. 8052/F. No. 197/113/88-IT(A1)]

आयकर

का.आ. 2982.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उपखण्ड के प्रयोजनार्थ, "श्री चित्रपुर मठ, कर्नाटक" को कर-निर्धारण वर्ष 1988-89 के लिए अधिसूचित करती है।

[सं. 8051 (फा.सं. 197/175/87-88 आ.क.नि. 1)]

(INCOME-TAX)

S.O. 2982.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Chitrapur Math, Karnataka" for the purpose of the said sub-clause for the assessment year 1988-89.

[No. 8051(F. No. 197/175/87-IT(A1))]

का.आ. 2983.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उपखण्ड के प्रयोजनार्थ, "श्री मधुजैती सधर्म सिंहासन श्री तरलबालु जगद्गुरु ब्रह्म मठ, श्रीगिरि कर्नाटक" को कर-निर्धारण वर्ष 1988-89 के लिए अधिसूचित करती है।

[सं. 8058 (फा.सं. 197/237/82-आ.क.नि.-1)]

आनन्द किशोर, अवर सचिव

New Delhi, the 28th July, 1988

S.O. 2983.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Madujaini Sadharma Simahadana Sri Taralabalu Jagadguru Bruhanmath, Sirigere, Karnataka" for the purpose of the said sub-clause for the assessment year 1988-89.

[No. 8058 (F. No. 197A/237/82-IT(A1))]

ANAND KISHORE, Under Secy.

नई दिल्ली, 25 अगस्त, 1988

आयकर

का.आ. 2984.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उपखण्ड के प्रयोजनार्थ, "धर्मपुरम अधीनम, जिजा तंजीर, तमिलनाडु" को कर-निर्धारण वर्ष 1987-88 और 1988-89 के लिए अधिसूचित करती है।

[सं. 8080 (फा.सं. 197/124/88-आ.क.नि.-1)]

New Delhi, the 25th August, 1988

(INCOME-TAX)

S.O. 2984.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Dharmapuram Adheenam, Tanjore Distt. Tamil Nadu" for the purpose of the said sub-clause for the assessment years 1987-88 and 1988-89.

[No. 8080 (F. No. 197/124/88-IT(A1))]

आयकर

का.आ. 2985.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उपखण्ड के प्रयोजनार्थ, "पून्डी पारिश, पून्डी" को कर-निर्धारण वर्ष 1985-86 से 1988-89 तक के लिए अधिसूचित करती है।

[सं. 8078 (फा.सं. 197/11/88-आ.क.नि.-1)]

(INCOME-TAX)

S.O. 2985.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Poondy Parish, Poondy for the purpose of the said sub-clause for the assessment years 1985-86 to 1988-89.

[No. 8078(F. No. 197/11/88-IT(A1))]

आयकर

का.आ. 2986.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उपखण्ड के प्रयोजनार्थ, "परमेस्वर देवान्धम, त्रिचूर" को कर-निर्धारण वर्ष, 1987-88 और 1988-89 के लिए अधिसूचित करती है।

[सं. 8079 (फा.सं. 197/74/87-आ.क.नि.-1)]

दिलीप सिंह, विशेष कार्य अधिकारी

(INCOME-TAX)

S.O. 2986.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Paramakkavu Devaswom, Trichur" for the purpose of the said sub-clause for the assessment years 1987-88 and 1988-89.

[No. 8079/F. No. 197/74-87-IT(A)]

DALIP SINGH, Officer on Special Duty

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 26 अगस्त, 1988

(आयकर)

का.आ. 2987.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (3) के अनुसरण में और भारत सरकार, राजस्व विभाग के दिनांक 6-7-87 की अधिसूचना सं. 7405 (फा.सं. 398/22/87-आ.क. (ब.)) का अधिसूचन/अंशिक संशोधन करते हुए केन्द्रीय सरकार एतद्वारा उक्त अधिकाधिकारों के अन्तर्गत केन्द्रीय सरकार के राजपत्रित अधिकारी श्री आर. डी. गुप्ता को कर वसूली अधिकारी की शक्तियों का प्रयोग करने हेतु प्राधिकृत करती है।

2 यह अधिसूचना श्री आर. डी. गुप्ता द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण करने की तारीख से लागू होगी।

[सं. 8086/फा.सं. 398/13/88-आ.क. (ब.)]

(Central Board of Direct Taxes)

New Delhi, the 26th August, 1988

(INCOME-TAX)

S.O. 2987.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act 1961 (43 of 1961), and in supersession/partial modification of Notification of the Government of India in the Department of Revenue No. 7405 (F. No. 398/22/87-IT(B) dated the 26-7-87, the Central Government hereby authorises Shri R. D. Gupta, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall come into force with effect from the date Shri R. D. Gupta takes over charge as Tax Recovery Officer.

[No. 8086/F. No. 398/13/88-IT(B)]

(आयकर)

का.आ. 2988.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार, राजस्व विभाग के दिनांक 21/7/86 की अधिसूचना सं. 6821 (फा.सं. 398/1/86-आ.क. (ब.)) तथा दिनांक 10.2.88 की अधिसूचना सं. 7763 [फा.सं. 398/2/88-आ.क. (ब.)] ब. का अधिसूचन करते हुए केन्द्रीय सरकार एतद्वारा उक्त अधिनियम के अन्तर्गत केन्द्रीय सरकार के राजपत्रित अधिकारी श्री शिव कुमार शर्मा को कर वसूली अधिकारी की शक्तियों का प्रयोग करने हेतु प्राधिकृत करती है।

2. यह अधिसूचना श्री शिव कुमार शर्मा द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण किए जाने की तारीख से लागू होगी।

[सं. 8082/फा.सं. 398/2/88-आ.क. (ब.)]

INCOME-TAX

S.O. 2988.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notifications of the Government of India in the Department of Revenue No. 6821 F. No. 398/1/86-IT(B) dated the 21-7-1986 and No. 7763 dated 10-2-88 F. No. 398/2/88-IT(B) the Central Government hereby authorises Shri Shivkumar Sharma being a Gazetted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri Shiv Kumar Sharma takes over charge as Tax Recovery Officer.

[No. 8082/F. No. 398/2/88-IT(B)]

आयकर

का.आ. 2989.—आयकर अधिनियम 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार राजस्व विभाग की दिनांक 26.8.87 की अधिसूचना सं. 7492 (फा.सं. 398/27/87-आ.क. (ब.)) का अधिसूचन करते हुए केन्द्रीय सरकार एतद्वारा उक्त अधिनियम के अन्तर्गत केन्द्रीय सरकार के राजपत्रित अधिकारी श्री एस. सी. नारंग को कर वसूली अधिकारी की शक्तियों का प्रयोग करने हेतु प्राधिकृत करती है।

2. यह अधिसूचना श्री एस. सी. नारंग द्वारा कर वसूली अधिकारी के रूप में कार्यभार ग्रहण करने की तारीख से लागू होगी।

[सं. 8084 (फा.सं. 398/3/88-आ.क. (ब.))]

INCOME-TAX

S.O. 2989.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 7492 F. No. 398/27/87-IT(B) dated the 26-8-87, the Central Government hereby authorises Shri S. C. Narang, being a Gazetted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri S. C. Narang takes over charge as Tax Recovery Officer.

[No. 8084/F. No. 398/3/88-IT(B)]

नई दिल्ली, 28 अगस्त, 1988

(आयकर)

का.आ. 2990.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 143 के पञ्चम के खण्ड (iiख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ भारतीय औद्योगिक अणु एवं निवेश निगम लि., बम्बई द्वारा जारी किए गए अधिसूचनाओं या वक्तव्यों की, जैसा भी मामला हो, निम्न संलग्न मासों में प्रकाशित किया गया है, को विनिश्चित करती है।

प्रार्थना कि पुष्पान्त घन्याविवरण द्वारा इस प्रकार के ऋण-पत्रों या बन्ध-पत्रों के अन्तर्गत के मामले में उक्त पर्युक्त के अन्तर्गत लाभ तभी स्वीकार्य होगा यदि अन्तरिणी ह. प्रस्ताव के अन्तर्गत से 60 दिन की अवधि के अन्दर रजिस्ट्रार-ऑफ़ भारतिय ऋण एवं निवेश निगम लि., बम्बई को सूचित करें।

आरम्भ

जारी करने का मास	ऋणपत्रों या बन्ध-पत्रों का विवरण	
(1)	(2)	(3)
1. अगस्त, 1975	6.25%	ऋण-पत्र (1990)
2. मई, 1976	6.25%	ऋण-पत्र (1991)
3. सितम्बर, 1976	6.25%	ऋण-पत्र (1992)
4. मई, 1977	6.25%	ऋण-पत्र (1993)
5. जनवरी, 1978	6.50%	ऋण-पत्र (1998)
6. जून, 1978	6.50%	ऋण-पत्र (1998)
7. जनवरी, 1979	6.50%	बन्ध-पत्र (1999)
8. अगस्त, 1979	6.75%	बन्ध-पत्र (1999)
9. जनवरी, 1980	6.75%	बन्ध-पत्र (2000)
10. जून, 1980	7.25%	बन्ध-पत्र (2000)
11. जनवरी, 1981	7.25%	बन्ध-पत्र (2001)
12. मार्च, 1981	7.25%	बन्ध-पत्र (2001)
13. जून, 1981	7.50%	बन्ध-पत्र (2001)
14. नवम्बर, 1981	7.50%	बन्ध-पत्र (2001)
15. मार्च, 1982	7.50%	बन्ध-पत्र (2002)
16. जून, 1982	7.75%	बन्ध-पत्र (2002)
17. फरवरी, 1983	7.50%	बन्ध-पत्र (1998)
18. जुलाई, 1983	8.75%	बन्ध-पत्र (2000)
19. जनवरी, 1984	8.75%	बन्ध-पत्र (2001)
20. जुलाई, 1984	9.00%	बन्ध-पत्र (1998)
21. जनवरी, 1985	9.00%	बन्ध-पत्र (2000)
22. जून, 1985	9.75%	बन्ध-पत्र (1998)
23. नवम्बर, 1985	9.75%	बन्ध-पत्र (1998)
24. जून, 1986	11.00%	बन्ध-पत्र (2001)
25. सितम्बर, 1986	11.00%	बन्ध-पत्र (2001)
26. फरवरी, 1987	11.00%	बन्ध-पत्र (2002)
27. जून, 1987	11.00%	बन्ध-पत्र (2002)
28. अक्टूबर, 1987	11.00%	बन्ध-पत्र (2002)
29. जून, 1988	11.00%	बन्ध-पत्र (2003)

[संख्या 8098/(फा. सं. 275/99/88--आ. क. (बजट))]

New Delhi, the 28th August, 1988

INCOME-TAX

S.O. 2990.—In exercise of the powers conferred by clause (iib) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the debentures or bonds, as the case may be, issued by the Industrial Credit and Investment Corporation of India Limited Bombay, as listed in the Table hereto annexed, for the purposes of the said clause:

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such debentures or

bonds, by endorsement or delivery, only if the transferee informs the Industrial Credit and Investment Corporation of India Limited by registered post within a period of sixty days.

TABLE

Month of issue	Description of debentures or bonds
(1)	(2)
1. August, 1975	6.25% Debentures (1990)
2. May, 1976	6.25% Debentures (1991)
3. September, 1976	6.25% Debentures (1992)
4. May, 1977	6.25% Debentures (1993)
5. January, 1978	6.50% Debentures (1998)
6. June, 1978	6.50% Debentures (1998)
7. January, 1979	6.50% Bonds (1999)
8. August, 1979	6.75% Bonds (1999)
9. January, 1980	6.75% Bonds (2000)
10. June, 1980	7.25% Bonds (2000)
11. January, 1981	7.25% Bonds (2001)
12. March, 1981	7.25% Bonds (2001)
13. June, 1981	7.50% Bonds (2001)
14. November, 1981	7.50% Bonds (2001)
15. March, 1982	7.50% Bonds (2002)
16. June, 1982	7.75% Bonds (2002)
17. February, 1983	7.50% Bonds (1998)
18. July, 1983	8.75% Bonds (2000)
19. January, 1984	8.75% Bonds (2001)
20. July, 1984	9.00% Bonds (1999)
21. January, 1985	9.00% Bonds (2000)
22. June, 1985	9.75% Bonds (1998)
23. November, 1985	9.75% Bonds (1998)
24. June, 1986	11.00% Bonds (2001)
25. September, 1986	11.00% Bonds (2001)
26. February, 1987	11.00% Bonds (2002)
27. June, 1987	11.00% Bonds (2002)
28. October, 1987	11.00% Bonds (2002)
29. June, 1988	11.00% Bonds (2003)

[No. 8088/F.No. 275/99/88-IT(B)]

नई दिल्ली, 2 सितम्बर, 1988

(आय-कर)

का. प्र. 2990.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड 44 के उप-खण्ड (iii) के अनुसरण में श्री सी. के. नाम्पूथ्री की कर-वसूली अधिकारी के रूप में नियुक्त करने वाली विलेन सेवालय (राजस्व विभाग) की दिनांक 16-12-86 को जारी की गई अधिसूचना सं. 7051/(फा. सं. 398/36/85--आ. क. (ब.)) को एवमारा रद्द किया जाता है।

2. यह अधिसूचना श्री सी. के. नाम्पूथ्री द्वारा कर-वसूली अधिकारी के रूप में कार्यभार सौंपने की तारीख से लागू होगी।

[सं. 3094/फा. सं. 398/9/88--आ. क. (ब.)]

New Delhi, the 2nd September, 1988

INCOME-TAX

S.O. 2991.—The notification issued in the Ministry of Finance (Department of Revenue) No. 7051 (F. No. 398/36/85-IT(B), dated the 16-12-86, in pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) appointing Shri V. K. Nampoothri as Tax Recovery Officer is hereby cancelled.

2. This Notification shall come into force with effect from the date Shri V. K. Nampoothri hands over charge as Tax Recovery Officer.

[No. 8094/F. No. 398/9/88-IT(B)]

(आय-कर)

का. आ. 2992.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उप-खण्ड (iii) के अनुसरण में श्री एन. एस. राठौर और श्रीमती बी. बालसुब्रमणियम की कर-वसूली अधिकारी के रूप में नियुक्ति से संबंधित विल संवलय (राजस्व विभाग) द्वारा जारी की गई दिनांक 16-12-86 की अधिसूचना सं. 7047/फा० सं० 368/36/85—आ. क. (ब.) की, एतद्वारा, रद्द किया जाता है।

2 यह अधिसूचना श्री एन. एस. राठौर और श्रीमती बी. बालसुब्रमणियम द्वारा कर-वसूली अधिकारों के रूप में कार्य-भार सौंपने की तारीख से लागू होगी।

[सं. 8092/फा. सं. 398/9/88—आ. क. (ब.)]

डा. नागराजन्, निदेशक

INCOME-TAX

S.O. 2992.—The Notification issued in the Ministry of Finance (Department of Revenue) No. 7047/F. No. 398/36/85-IT(B), dated the 16-12-86 in pursuance of the sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961) appointing Shri S. S. Rathor & Smt. B. Balasubramaniam as Tax Recovery Officer is hereby cancelled.

2. This Notification shall come into force with effect from the date Shri S. S. Rathor & Smt. B. Balasubramaniam hands over charge as Tax Recovery Officer.

[No. 8092/F. No. 398/9/88-IT(B)]

B. Nagarajan, Director

नई दिल्ली, 27 सितम्बर, 1988

आदेश

स्टाम्प

का. आ. 2993.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पेपर प्रोडक्ट्स लि., नई दिल्ली को केवल पन्द्रह लाख रुपये के उस समेकित स्टाम्प शुल्क की धराधनी करते की अनुमति प्रदान करती है जो उक्त कंपनी द्वारा जारी किए जाने वाले मात्र एक करोड़ 50 के संकित मूल्य के 15 प्रतिशत आरक्षित असंपरिवर्तनीय ऋणपत्र, सं० 1 से 1,00,000 पर स्टाम्प शुल्क के कारण प्रभाव्य है।

[सं. 40/88—स्टाम्प—फा० सं० 33/56/88—बि. कर]

New Delhi, the 27th September, 1988

ORDER

STAMPS

S.O. 2993.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Paper Products Ltd., New Delhi to pay consolidated stamp duty of rupees seventy five thousand only, chargeable on account of the stamp duty on 15 percent secured Non-convertible Debentures subscription Nos. 1 to 1,00,000 of the face value of rupees one crore only to be issued by the said company.

[No. 40/88-Stamp—F. No. 33/56/88-ST]

आदेश

स्टाम्प

का. आ. 2994.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा उन शुल्क की राशि

करती है जो नेशनल थर्मल पावर कॉर्पोरेशन लिमि., नई दिल्ली द्वारा जारी किए जाने वाले मात्र चार सौ उन्तासीस करोड़, उनहत्तर लाख, दस लाख हजार रुपये के मूल्य के मान को के बाद के विवेक 13 प्रतिशत आरक्षित बन्धपत्रों तथा 10 वर्ष के बाद के विवेक 9 प्रतिशत आरक्षित बन्धपत्रों, जिनकी संख्या सं०-000 0001 से 4396991 है, के रूप में प्रामिसरी नोटों के स्वरूप में बन्धपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभाव्य है।

[संख्या 39/88—स्टाम्प—फा. सं. 33/39/88—बि. कर]

बी. आर. मेहमी, अवर सचिव

ORDER

STAMPS

S.O. 2994.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of Promissory notes 13 percent Secured Bonds redeemable after 7 years and 9 percent Secured Bonds redeemable after 10 years bearing Nos. C-0000001 to 4396991 (IIIrd Public issue) of the value of rupees four hundred thirty-nine crore sixty-nine lakh ninety one thousand only to be issued by the National Thermal Power Corporation Ltd., New Delhi are chargeable under the said Act.

[No. 39/88-Stamp—F. No. 33/39A/88-ST]

B. R. MEHMI, Under Secy

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 20 सितम्बर, 1988

का. आ. 2995.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबंध मुनाफ़ेड बैंक आफ इंडिया, कलकत्ता पर 4 नवम्बर, 1989 तक उस सीमा तक लागू नहीं होंगे, जहां तक उनका संबंध गिरवीदार के रूप में मैसर्स निब्रो लिमिटेड के शेयरों की उसकी धारिता से है।

[संख्या 15/11/88—बी. ओ. — III]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 20th September, 1988

S.O. 2995.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to United Bank of India, Calcutta upto 4th November, 1989 in so far as they relate to its holding of shares of M/s. Nibro Ltd., as pledgee.

[No. 15/11/88-B.O. III]

का. आ. 2996.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबंध मुनाफ़ेड बैंक

आफ इंडिया, कलकत्ता पर 15 मार्च, 1989 तक उस सीमा तक लागू नहीं होंगे जहाँ तक उनका संबंध गिरवीदार के रूप में मैसर्स स्टर्लिंग फार्मास्यूटिकल्स प्राइवेट्स लि. (प्रा.) लि. की 30 प्रतिशत से अधिक की प्रदत्त शेयर पूंजी की उसकी धारिता से है।

[संख्या 15/13/87 - बी ओ - III]

प्राण नाथ, अव्वर सचिव

S.O. 2996.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-section (2) of section 19 of the said Act shall not apply to the United Bank of India, Calcutta upto the 15th March, 1989 in so far as they relate to its holding of the shares of M/s. Sterling Pharmaceutical Products Co. (P) Ltd, in excess of 30% of the paid up share capital of the company as pledgee.

[No. 15/13/87-B.O.III]

PRAN NATH, Under Secy.

नई दिल्ली, 21 सितंबर, 1988

का.आ. 2997—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् वर्तमान कार्यपालक निदेशक श्री एन. डी. प्रभु को उनके द्वारा कार्यभार ग्रहण करने की तारीख से दिनांक 28 अगस्त, 1991 को समाप्त होने वाली अवधि के लिए उसी बैंक के प्रबन्ध निदेशक के रूप में नियुक्त करती है।

[संख्या एक 9/44/88-बीओ-1(1)]

New Delhi, the 21st September, 1988

S.O. 2997.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri N. D. Prabhu presently Executive Director of the Canara Bank as the Managing Director of the same bank for a period commencing with the date of his taking charge and ending with 28th August, 1991.

[No. F. 9/44/88-BO.I(1)]

का.आ. 2998—राष्ट्रीयकृत बैंक (प्रबन्ध और प्रकीर्ण उपबंध) स्कीम 1970 के खण्ड 7 के साथ पठित खण्ड 5 के उपखण्ड (1) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् श्री एन. डी. प्रभु को जिन्हें उनके द्वारा कार्यभार ग्रहण करने की तारीख से कैनरा बैंक के प्रबन्ध निदेशक के रूप में नियुक्त किया गया है, उसी तारीख से कैनरा बैंक के निदेशक बोर्ड के अध्यक्ष के रूप में नियुक्त करती

[संख्या एक, 9/44/88-बीओ-1(2)]

S.O. 2998.—In pursuance of sub-clause (1) of clause 5, read with clause 7 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby

appoints Shri N. D. Prabhu who has been appointed as Managing Director of the Canara Bank from the date of his taking the charge to be the Chairman of the Board of Directors of the Canara Bank with effect from the same date.

[No. F. 9/44/88-BO.I(2)]

नई दिल्ली, 22 सितंबर, 1988

का.आ. 2999—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 की उपधारा (1) के खण्ड (ख) और धारा 20 की उपधारा (1) के अनुसरण में केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श से, एतद्वारा श्री वी. अटल, उप-प्रबन्ध निदेशक, भारतीय स्टेट बैंक को उनके द्वारा कार्यभार ग्रहण करने की तारीख से लेकर और 17 फरवरी, 1990 को समाप्त होने वाली अवधि के लिए भारतीय स्टेट बैंक के प्रबन्ध निदेशक के रूप में नियुक्त करती है।

[संख्या एक 8/13/87-बी.ओ.-1]

एम.एस. सीतारामन, अव्वर सचिव

New Delhi, the 22nd September, 1988

S.O. 2999.—In pursuance of clause (b) of sub-section (1) of section 19 and sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby appoints Shri V. Atal, Deputy Managing Director, State Bank of India as the Managing Director of the State Bank of India for the period commencing with the date of his taking charge and ending with 17th February, 1990.

[No. F. 8/13/87-BO.I]

M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 27 सितंबर, 1988

का. आ. 3000—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 9 की उपधारा (1) के खण्ड (उ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारतीय औद्योगिक विकास बैंक को निम्नलिखित प्रकार का कारोबार करने के लिए प्राधिकृत करती है, अर्थात् भारत सरकार, वित्त मंत्रालय के दिनांक 12 अप्रैल, 1988 के संकल्प संख्या 1/44/एस ई/86 द्वारा वित्त मंत्रालय (प्राथमिक कार्य विभाग) में भारत सरकार द्वारा गठित प्राधिकरण, भारतीय प्रतिभूति एवं वित्तिय बोर्ड की आशयकतानुसार समय-समय पर सहायता प्रदान करना।

[एक. सं. 10(66)/आई एक-1/88]

मनीष चन्द सायवादी, संयुक्त सचिव

New Delhi, the 27th September, 1988

ORDER

S.O. 3000.—In exercise of the powers conferred by clause (m) of sub-section (1) of section 9 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby authorises the Industrial Development Bank of India to do the following kinds of business, namely, the grant of such assistance from time to time as it may deem fit, to the Securities and Exchange Board of India, an authority constituted by the Government of India in the Ministry of Finance (Department of Economic Affairs) by Resolution Number 1/44/SE/86 dated 12th April, 1988 of the Ministry of Finance, Government of India.

[F. No. 10(66).I.F.I./88]

M. C. SATYAWADI, Jr. Secy.

रविवारी, 27 सितम्बर, 1988

New Delhi, the 27th September, 1988

क्र.प्र. 3001.—केंद्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजन के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में मन्त्रालय में सूचनायुक्त बैंकों के कार्यालयों को, जिनके कर्मचारी-पुनः वे हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधि-सूचित करती है।

[संख्या ई 11017/2/88-हिन्दी]

मन्त्रालय, मन्त्रालय सचिव

अनुसूची

भारतीय स्टेट बैंक

1. ऐशबाग (लखनऊ)
2. एयर कार्गो कॉम्प्लेक्स (वाराणसी)
3. एयरफोर्स कॉम्प्लेक्स (कानपुर)
4. अजीतमल कृ.वि.श. (इटावा)
5. अकबरपुर (कानपुर)
6. अकबरपुर (फैजाबाद)
7. अकबरपुर कृ.वि.श. (फैजाबाद)
8. अक्षय नगर (सुल्तानपुर)
9. अक्षयवट
10. अलमबाग (लखनऊ)
11. अलीगढ़वा (बस्ती)
12. अलीनगर (गोरखपुर)
13. अलाहाबाद
14. अलाहाबाद हाईकोर्ट
15. अलाहाबाद यूनिवर्सिटी
16. अलाहाबाद कृषि संस्थान (नैनी)
17. अलाहापुर (बुंदेलखंड)
18. अलाहापुर (बिजनौर)
19. अलमोड़ा
20. अमैठी (सुल्तानपुर)
21. अमीनाबाद (लखनऊ)
22. अमरावती (कानपुर)
23. अमरोहा (मुरादाबाद)
24. अमरोहा सिटी
25. अमराई (वाराणसी)
26. अनपरा (मिर्जापुर)
27. अणिला (बरेली)
28. आर्यानागर (कानपुर)
29. आर्टिफिशियल लिम्ब्स फैक्ट्री
30. अशोक मार्ग (लखनऊ)
31. अशोक नगर (कानपुर)
32. आसनगोट (पिथौरागढ़)
33. अस्सी (वाराणसी)
34. अटा (जालौन)
35. ए.टी.एल. भूप्रियामा (प्रतापगढ़)
36. अटार्रा (बान्दा)

S.O. 3001.—In pursuance of sub-rule 4 of rule 10 of the Official Languages (use for official purposes of the union) Rules, 1976, the Central Government hereby notifies the offices of the banks listed in the attached Annexure, the staff whereof have acquired the working knowledge of Hindi

[No. E. 11017/2/88-Hindi]

MANTRESHWAR JHA, Jt. Secy.

ANNEXURE

STATE BANK OF INDIA

1. Aishbagh (Lucknow)
2. Air Cargo Complex (Varanasi)
3. Air Force Complex (Kanpur)
4. Ajiitmal A.D.B. (Etawah)
- 5 Akbarpur (Kanpur)
6. Akarpur (Faizabad)
7. Akbarpur A.D.B. (Faizabad)
8. Akhand Nagar (Sultanpur)
9. Akshaibat
10. Alambagh (Lucknow)
11. Aligarhwa (Basti)
12. Alinagar (Gorakhpur)
13. Allahabad
14. Allahabad High Court
15. Allahabad University
16. Allahabad Agriculture (Institute) (Naini)
17. Allahpur (Budun)
18. Allahpur (Bijnor)
19. Almora
20. Amethi (Sultanpur)
21. Aminabad (Lucknow)
22. Amraudha (Kanpur)
23. Amroha (Moradabad)
24. Amroha City
25. Annal (Varanasi)
26. Anpara (Mirzapur)
27. Aonla (Bareilly)
28. Aryanaagr (Kanpur)
29. Artificial Limbs Factory
30. Ashok Marg (Lucknow)
31. Ashok Nagar (Kanpur)
32. Askote (Pithoragarh)
33. Assi (Varanasi)
34. Ata (Jalaun)
35. A.A.L. Bhupriamau (Pratapgarh)
36. Attarra (Banda)

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| 37. अतर्रा क.वि.स. (बांदा) | 37. Attarra A.D.B. (Banda) |
| 38. अमनगंज | 38. Amaniganj |
| 39. ओरैया (इटावा) | 39. Auraiya (Etawah) |
| 40. अयोध्या (फैजाबाद) | 40. Ayodhya (Faizabad) |
| 41. अजमगढ़ | 41. Azamgarh |
| 42. अजमगढ़ सिटी | 42. Azamgarh City |
| 43. बाबागंज (प्रतापगढ़) | 43. Babaganj (Pratapgarh) |
| 44. बघनान (गोंडा) | 44. Babhnan (Gonda) |
| 45. बबीना (जहानाबाद) | 45. Babina (Jahana) |
| 46. बबीना कैंट (जहानाबाद) | 46. Babina Cantt. (Jhansi) |
| 47. बबूरी (वाराणसी) | 47. Baburi (Varanasi) |
| 48. बदलापुर (जौनपुर) | 48. Badlapur (Jaunpur) |
| 49. बादशाहपुर (जौनपुर) | 49. Badshahpur (Jaunpur) |
| 50. बागेश्वर (अल्मोड़ा) | 50. Baheshwar (Almora) |
| 51. बागनगर (बस्ती) | 51. Bagin Nagar (Basti) |
| 52. बहादुरपुर | 52. Bahadurpur |
| 53. बाहेरी (बरेली) | 53. Baheri (Bareilly) |
| 54. बाहजोई (मुरादाबाद) | 54. Bahjoi (Moradabad) |
| 55. बह्राइच | 55. Bahraich |
| 56. बह्राइच क.वि.स. | 56. Bahraich A.D.B. |
| 57. बाजुदेरहा | 57. Bajuderaha |
| 58. बखीरा (बस्ती) | 58. Bakhira (Basti) |
| 59. बखशी का तालाब (लखनऊ) | 59. Bakshi ka Talab (Lucknow) |
| 60. बलिया | 60. Ballia |
| 61. बलिया क.वि.स. | 61. Ballia A.D.B. |
| 62. बलिया सिटी (बलिया) | 62. Balla City (Ballia) |
| 63. बलरामपुर (गोंडा) | 63. Balrampur (Gonda) |
| 64. बलरामपुर मण्डी | 64. Balrampur Mandi |
| 65. बमरोली (इलाहाबाद) | 65. Bamrauli (Allahabad) |
| 66. बनारस हिन्दू यूनिवर्सिटी (वाराणसी) | 66. Banaras Hindu University (Varanasi) |
| 67. बनबसा | 67. Banbassa |
| 68. बांदा | 68. Banda |
| 69. बांदा सिटी | 69. Banda City |
| 70. बांगरमाऊ क.वि.स. (उन्नाव) | 70. Bangarmau A.D.B. (Unnao) |
| 71. बानकट्टी (बस्ती) | 71. Bankati (Basti) |
| 72. बाकेगंज (लखीमपुर) | 72. Bankeyganj (Lakhimpur) |
| 73. बन्सदीह (बलिया) | 73. Bansdih (Bailia) |
| 74. बंस गांव (गोरखपुर) | 74. Bansgaon (Gorakhpur) |
| 75. बंसी (बस्ती) | 75. Bansi (Basti) |
| 76. बरदाद | 76. Bardad |
| 77. बंसदेनगर | 77. Bansdeonagar |
| 78. भगिरथपुर | 78. Bhagirathpur |
| 79. बंस फाटक (वाराणसी) | 79. Bans Phatak (Varanasi) |
| 80. बारबंकी | 80. Barabanki |
| 81. बारगाँव (वाराणसी) | 81. Baragaon (Varanasi) |
| 82. बारकोट | 82. Barakote |
| 83. बारलोकपुर (इटावा) | 83. Baralokpur (Etawah) |
| 84. बारपुरा | 84. Barapura |
| 85. बरेली | 85. Bareilly |

86. बरौली कालेज	86. Bareilly College
87. बरौली कैंट	87. Bareilly Cant.
88. बारैछिना (अमरनाथ)	88. Barechhinna (Almora)
89. बारहाज (देवरिया)	89. Barhaj (Deoria)
90. बारही (गोरखपुर)	90. Barhi (Gorakhpur)
91. बारहालगंज (गोरखपुर)	91. Barhalganj (Gorakhpur)
92. बरहनी (बस्ती)	92. Barhni (Basti)
93. बारीगाँव	93. Barigaon
94. बरौपाल (कानपुर)	94. Baripal (Kanpur)
95. बसरहर (इटावा)	95. Basrehar (Etawah)
96. बस्ती	96. Basti
97. बाजपुर (नैनीताल)	97. Bazpur (Nainital)
98. बाजपुर क.वि.भा.	98. Bazpur A.D.B.
99. बेहटा सबौली	99. Behta Saboli
100. बेलघाट (गोरखपुर)	100. Belghat (Gorakhpur)
101. बेलसर (गोंडा)	101. Belsar (Gonda)
102. बेरनाग (पिथौरागढ़)	102. Berinag (Pithoragarh)
103. बदोही (वाराणसी)	103. Bhadohi (Varanasi)
104. भानपुर बाबू (बस्ती)	104. Bhanpur Babco (Basti)
105. भनवापुर (बस्ती)	105. Bhanwapur (Basti)
106. भारथना (इटावा)	106. Bharthana (Etawah)
107. भारवारी (अलाहाबाद)	107. Bharwari (Allahabad)
108. भारवा सुमेरपुर (हमीरपुर)	108. Bharwa Sumerpur (Hamirpur)
109. भाटराज खान (अमरनाथ)	109. Bhatrauj Khan (Almora)
110. भौती (कानपुर)	110. Bhauti (Kanpur)
111. भवानगंज (उन्नाव)	111. Bhawaniganj (Unnao)
112. भेलपुरा (वाराणसी)	112. Bhelupura (Varanasi)
113. बी.एच.ई.एस. (झांसी)	113. B.H.E.L. (Jhansi)
114. भीरा (लखीपुर)	114. Bhirā (Lakhimpur)
115. भीमताल (नैनीताल)	115. Bhimtal (Nainital)
116. भोगनीपुर (कानपुर)	116. Bhognipur (Kanpur)
117. भौवाली (नैनीताल)	117. Bhowali (Nainital)
118. बिधुना (इटावा)	118. Bidhuna (Etawah)
119. बिलारी (मुरादाबाद)	119. Bilari (Muradabad)
120. बिजपुर	120. Bijpur
121. बिजनौर	121. Bijnor
122. बीकापुर (फैजाबाद)	122. Bikapur (Faizabad)
123. बिलासपुर (रामपुर)	123. Bilaspur (Rampur)
124. बिलासपुर क.वि.भा. (रामपुर)	124. Bilaspur A.D.B. (Rampur)
125. बिमौरा	125. Binaura
126. बिलग्राम (हरदोई)	126. Bilgram (Hardoi)
127. बिल्हौर (कानपुर)	127. Bilhaur (Kanpur)
128. बिलसन्दा क.वि.भा. (पिलीभीत)	128. Bilsanda A.D.B. (Pilibhit)
129. बिलसी (बुदाय)	129. Bilsī (Budaun)

130. बिन्धरा रोड (बलिया)
131. बीना (मिर्जापुर)
132. बिन्दकी (फतेहपुर)
333. बिन्दकी रोड (फतेहपुर)
134. बिसौली (बुदायूं)
135. बिसौली क. बि. गा. (बुदायूं)
136. बरहुपुर (बस्ती) •
137. बीसलपुर (पीलीभीत)
138. बिशेश्वर गंज
139. बिसौलीपुर (बस्ती)
140. बिस्वा (सीतापुर)
141. ब्रिजमंगल (गोरखपुर)
142. बुन्देलखण्ड यूनी.
143. बुधनपुर
144. बुदायूं
145. बुदायूं क. बि. गा.
146. बुदायूं सिटी
147. भगवाली पोखर
148. केनाल रोड (कानपुर)
149. कैन्टोनमेंट (कानपुर)
150. कैन्टोनमेंट (लखनऊ)
151. कारी (बरेली)
152. कैन्टोनमेंट (इलाहाबाद)
153. कैप्टनगंज (बस्ती)
154. चकर नगर (इलाहाबाद)
155. चकिया (वाराणसी)
156. चकिया क. बि. गा. (वाराणसी)
157. चकरी (कानपुर)
158. चमनगंज (कानपुर)
159. चम्पावत
160. चन्दन चौकी (लखीमपुर)
161. चन्दरनगर (लखनऊ)
162. चन्दौली (वाराणसी)
163. चन्दौली (मुरादाबाद)
164. चावपुर
165. चक्राजमल
166. चार्खारी
167. चारबाग (लखनऊ)
168. चौधरपुर (मुरादाबाद)
169. चौकुटिया (अल्मोड़ा)
170. चौखरा
171. चौरासिगंठा (मुरादाबाद)
172. चौरिचौरा (गोरखपुर)
173. Ghhibramau (Frukhabad)
174. Chilbila (Pratapgarh)
175. Chilwaria (Behraich)
176. Chitbaragan (Ballia)
177. Chitrakoot (Banda)
178. Chowk (Lucknow)
179. Chowk (Sahajahanpur)
180. Chowk (Faizabad)
181. Chowk (Kanpur)
182. Chauri Bazar (Varanasi)
183. Chunar (Mirzapur)
184. Chunar Cement Factory
185. Churk (Mirzapur)
186. Civil Lines (Allahabad)

187. सिविल कोर्ट (मिर्जापुर)
188. सी. बी. गंज (बरेली)
189. सी. एम. पी. डिग्री कॉलेज (इलाहाबाद)
190. कलेक्टरगंज (कानपुर)
191. कर्नलगंज (इलाहाबाद)
192. कर्नलगंज (गोंडा)
193. प्रो-ग्राम-इन्सि. स्टेट (कानपुर)
194. कोर्ट एरिया (बस्ती)
195. सी. एम. आज़ाद कृषि एवं प्रौद्योगिक वि. वि. (कानपुर)
196. बालीगंज (लखनऊ)
197. डाला (मिर्जापुर)
198. दया (धर्मोड़ा)
199. दारागंज (धर्मोड़ा)
200. देहगवा (बुदायूं)
201. डिप्टी का पड़ाव (कानपुर)
202. देवरिया
203. देवलथल
204. डकिया (रामपुर)
205. धनौरा (मुरादाबाद)
206. धानी (गोरखपुर)
207. धारचुला (पिथौरागढ़)
208. धाता (फतेहपुर)
209. धौराह्रा (लखीमपुर)
210. धामपुर
211. धामपुर क. वि. मा.
212. धारानगरगंज
213. दातागंज
214. धौलछिना (धर्मोड़ा)
215. धुंधी कटरा (मिर्जापुर)
216. डीडीहाट (पिथौरागढ़)
217. दिलारी (मुरादाबाद)
218. डीजल लोकोमोटिव वर्क (वाराणसी)
219. दिनेशपुर (नैनीताल)
220. डी. एम. एस. आर. डी. ई. (कानपुर)
221. डुमरियागंज (बस्ती)
222. डुमरियागंज क. वि. मा. (बस्ती)
223. द्वारहाट (धर्मोड़ा)
224. दुर्गालिया बाजार (बस्ती)
225. धर्मशाला बाजार
226. धर्मशी कुंड रोड (कानपुर)
227. इर्राच (जहंसी)
228. इटावा
229. इटावा मण्डी (इ.)
230. फतेहपुर एटा
231. फैजाबाद
232. फरीदपुर (बरेली)
233. फर्रुखाबाद
234. फर्टीलाइजर टाउनशिप (गोरखपुर)
235. फतेहगढ़ (फर्रुखाबाद)
236. फतेहपुर
237. फतेहपुर (बारबंकी)
238. फतेहपुर A.D.B.
239. फतेहपुर सिटी
240. गदरपुर क. वि. मा.
187. Civil Court (Mirzapur)
188. C.B. Ganj (Bareilly)
189. C.M.P. Degree College (Allahabad)
190. Collectorganj (Kanpur)
191. Colonelganj (Allahabad)
192. Colonelganj (Gonda)
193. Co-op-Ind. State (Kanpur)
194. Court Area (Basti)
195. C.S. Azad University of Agriculture & Tech. (Kanpur)
196. Daliganj (Lucknow)
197. Dalla (Mirzapur)
198. Danya (Almora)
199. Daraganj (Almora)
200. Dehgawan (Budaun)
201. Deputy-ka-Parao (Kanpur)
202. Deoria
203. Devalthal
204. Dhakia (Rampur)
205. Dhanaura (Moradabad)
206. Dhani (Gorakhpur)
207. Dharchula (Pithoragarh)
208. Dhata (Fatehpur)
209. Dhaurahra (Lakhimpur)
210. Dhampur
211. Dhampur A.D.B.
212. Daranagarganj
213. Dataganj
214. Dhaulchhina (Almora)
215. Dhundi Katra (Mirzapur)
216. Didihat (Pithoragarh)
217. Dilari (Moradabad)
218. Diesel Loco Motive Works (Varanasi)
219. Dineshpur (Nainital)
220. D.M.S.R.D.E (Kanpur)
221. Domariaganj (Basti)
222. Domariganj A.D.B. (Basti)
223. Dwarhat (Almora)
224. Dubaulia Bazar (Basti)
225. Dharamshala Bazar
226. 80 Ft. Road (Kanpur)
227. Errach (Jhansi)
228. Etawah
229. Etawah Mandi (Etawah)
230. Fatehpur Etwa
231. Faizabad
232. Faridpur (Bareilly)
233. Farrukhabad
234. Fertilizer Township (Gorakhpur)
235. Fatehgarh (Farrukhabad)
236. Fatehpur
237. Fatehpur (Barabanki)
238. Fatehpur A.D.B.
239. Fatehpur City
240. Gadarpur A.D.B.

241. गनेशगंज (लखनऊ)
242. गंगोलीहाट (पिथौरागढ़)
243. गंज जलालाबाद (सीतापुर)
244. गरुर (अल्मोड़ा)
245. गौर (बस्ती)
246. गौरी स्कूटर नगर (लखनऊ)
247. गौशाला क्रॉसिंग (कानपुर)
248. ग्रागसारा (गोरखपुर)
249. घाटमपुर (कानपुर)
250. जी. बी. शाखा (लखनऊ)
251. जी. बी. शाखा (कानपुर)
252. 39, जी. टी. सी. (वाराणसी)
253. गजीपुर (वाराणसी)
254. गजीपुर (फतेहपुर)
255. घोसी (आज़मगढ़)
256. घोसिया (वाराणसी)
257. गिरजापुर (बहराइच)
258. गोहरी (अल्लाहाबाद)
259. गोलाबाजार (गोरखपुर)
260. गोलाकारनथ (लखीमपुर)
261. गोलगढ़ा (वाराणसी)
262. गोलघर (गोरखपुर)
263. गोंड
264. गोंडा क. वि. श.
265. गोपीगंज (वाराणसी)
266. गनई गंगोली
267. गोहावर
268. गोरखपुर
269. गोरवाहा
270. गोसाईगंज क. वि. श. (लखनऊ)
271. गोविन्द नगर (कानपुर)
272. गोविन्दपुर (मिर्जापुर)
273. जी. टी. रोड (कानपुर)
274. गुमटी नं. 5 (कानपुर)
275. गुन्नौर (बुदायूं)
276. गुरुसायगंज (फर्रुखाबाद)
277. ग्वालटोली (कानपुर)
278. गनईगंगोली (पिथौरागढ़)
279. ग्यानपुर (वाराणसी)
280. गुरुतेगबहादुरनगर (कानपुर)
281. गुरुबख्शगंज
282. हल्दी (नैनीताल)
283. हल्द्वानी (नैनीताल)
284. हल्लिया (मिर्जापुर)
285. हलसी रोड
286. हमीरपुर (कानपुर)
287. हण्डिया (अल्लाहाबाद)
288. हनुमन्तगंज (अल्लाहाबाद)
289. हार्दोई
290. हार्दोई क. वि. श.
291. हारिया (बस्ती)
292. हारिया
293. हरिहरपुर (बस्ती)
294. हारगोन (सीतापुर)
295. हारिंग्टनगंज (फाल्गुनाबाद)

241. Ganeshganj (Lucknow)
242. Gangolihat (Pithoragarh)
243. Ganj Jalalabad (Sitapur)
244. Garur (Almora)
245. Gauri (Basti)
246. Gauri Scooternagar (Lucknow)
247. Gaushala Grossing (Kanpur)
248. Ghaghsara (Gorakhpur)
249. Ghatampur (Kanpur)
250. Govt. Bsn. Br. (Lucknow)
251. Govt. Bsn. Br. (Kanpur)
252. 39, G.T.C. (Varanasi)
253. Ghazipur (Varanasi)
254. Ghazipur (Fatehpur)
255. Ghosi (Azamgarh)
256. Ghosia (Varanasi)
257. Girjapuri (Bahraich)
258. Gohri (Allahabad)
259. Golabazar (Gorakhpur)
260. Gulakaran Nath (Lakhimpur)
261. Golgadda (Varanasi)
262. Golghar (Gorakhpur)
263. Gonda
264. Gonda A.D.B.
265. Gopiganj (Varanasi)
266. Ganai Gangoli
267. Gohawar
268. Gorakhpur
269. Ghorawaha
270. Gosaiganj A.D.B. (Lucknow)
271. Govind Nagar (Kanpur)
272. Govindpur (Mirzapur)
273. G.T. Road (Kanpur)
274. Gumti No .5 (Kanpur)
275. Gunnaur (Budaun)
276. Gursahaiganj (Farrukhabad)
277. Gwaltoli (Kanpur)
278. Ganaigangoli (Pithoragarh)
279. Gyanpur (Varanasi)
280. Guru Teg Bahadur Nagar (Kanpur)
281. Guru Baxganj
282. Haldi (Nainital)
283. Haldwani (Nainital)
284. Hallia (Mirzapur)
285. Halsi Road
286. Hamirpur (Kanpur)
287. Handia (Allahabad)
288. Hanumanganj (Allahabad)
289. Hardoi
290. Hardoi A.D.B.
291. Harriya (Basti)
292. Harraiya
293. Hariharpur (Basti)
294. Hargaon (Sitapur)
295. Harringtonganj (Faizabad)

296. हसनपुर (मुरादाबाद)
 297. हट्टा (देवरिया)
 298. हरपुर चौक
 299. हेनरा (इतावा)
 300. हाईकोर्ट (लखनऊ)
 301. होटल डी पेरिस (वाराणसी)
 302. हुसैनगंज (लखनऊ)
 303. ईचौली (हमीरपुर)
 304. आई. ई. एल. पन्ही (कानपुर)
 305. आई. आई. टी. (कानपुर)
 306. इस्माइलगंज (फैजाबाद)
 307. इन्द्रा नगर (कानपुर)
 308. इंडस्ट्रियल स्टेट (कानपुर)
 309. इंडस्ट्रियल स्टेट (वाराणसी)
 310. इस्लाम नगर (बुदायूं)
 311. इस्माइलगंज (लखनऊ)
 312. आई. टी. आई. टाउनशिप (रायबरेली)
 313. आई. टी. आई. कॉम्प्लेक्स नैनी
 (इलाहाबाद)
 314. इटवा (बस्ती)
 315. इजतनगर (बरेली)
 316. इन्द्रा नगर (बरेली)
 317. आई. टी. आई. टाउनशिप (मकानपुर)
 318. जगदीशपुर (सुल्तानपुर)
 319. जगदीशपुर मयूदा
 320. जगदपुर (वाराणसी)
 321. जाऊमऊ (कानपुर)
 322. जहानाबाद (पिल्लिभित)
 323. जैतपुर (हमीरपुर)
 324. जलाली (अल्मोड़ा)
 325. जलालपुर (फैजाबाद)
 326. जलालाबाद (फर्रुखाबाद)
 327. जलालाबाद (शाहजहानपुर)
 328. जलाउन
 329. जंगल कौरिया
 330. जरीबाजार (इलाहाबाद)
 331. जयपुर (नैनीताल)
 332. जसवंतनगर (इतावा)
 333. जौलजिबी
 334. जौनपुर
 335. जौनपुर कृ. वि. शा.
 336. जौनपुर बाजार
 337. जवाहर गधन (लखनऊ)
 338. ज्योत्सोकोट (नैनीताल)
 339. जौसी
 340. जौंसक कृ. वि. शा. (कानपुर)
 341. जॉन्स्टंगनज (इलाहाबाद)
 342. झुलाघाट (पिथौरागढ़)
 343. झुंगिया (गोरखपुर)
 344. जुही (कानपुर)
 345. झुसी (इलाहाबाद)
 346. जोया
 347. जखैया (बस्ती)
 348. कचला (बुदायूं)
296. Hasanpur (Moradabad)
 297. Hatta (Deoria)
 298. Herpur Chowk
 299. Heonra (Etawah)
 300. High Court (Lucknow)
 301. Hotel-De-Paris (Varanasi)
 302. Hussainganj (Lucknow)
 303. Ichchauli (Hamirpur)
 304. I.E.L. Panki (Kanpur)
 305. I.I.T. (Kanpur)
 306. Ilfatganj (Faizabad)
 307. Indra Nagar (Kanpur)
 308. Industrial Estate (Kanpur)
 309. Industrial Estate (Varanasi)
 310. Islamnagar (Budaun)
 311. Ismailganj (Lucknow)
 312. I.T.I. Township (Raet
 313. I.T.I. Complex Naini
 (Allahabad)
 314. Itwa (Basti)
 315. Izatnagar (Bareilly)
 316. Indra Nagar (Bareilly)
 317. I.T.I. Township (Mankapur)
 318. Jagdishpur (Sultanpur)
 319. Jagdishpur Bhaluan
 320. Jagatpur (Varanasi)
 321. Jajmau (Kanpur)
 322. Jahanabad (Pilibhit)
 323. Jaitpur (Hamirpur)
 324. Jalali (Almora)
 325. Jalalpur (Faizabad)
 326. Jalalabad (Farrukhabad)
 327. Jalalabad (Shahjahanpur)
 328. Jalaun
 329. Jangal Kauria
 330. Jaribazar (Allahabad)
 331. Jaspur (Nainital)
 332. Jaswant Nagar (Etawah)
 333. Jauljibi
 334. Jaunpur
 335. Jaunpur A.D.B.
 336. Jaunpur Bazar
 337. Jawahar Bhawan (Lucknow)
 338. Jaolikote (Nainital)
 339. Jhansi
 340. Jhinhak A.D.B. (Kanpur)
 341. Johnstonganj (Allahabad)
 342. Jhulaghat (Pithoragarh)
 343. Jhungia (Gorakhpur)
 344. Juhi (Kannpur)
 345. Jhusi (Allahabad)
 346. Joya
 347. Jakhaiya (Basti)
 348. Kachhla (Budaun)

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| 349. अल्मोरा (अल्मोड़ा) | 349. Kaffigair (Almora) |
| 350. बाहूकोठी (कानपुर) | 350. Kahookothi (Kanpur) |
| 351. कायमगंज (फर्रुखाबाद) | 351. Kaimganj (Farrukhabad) |
| 352. कायमगंज कृ. वि. श. (फर्रुखाबाद) | 352. Kainganj A.D.B. (Farrukhabad) |
| 353. कैथी (वाराणसी) | 353. Kaithi (Varanasi) |
| 354. काकादेव (कानपुर) | 354. Kakadeo (Kanpur) |
| 355. ककराला (बदायूं) | 355. Kakrala (Budaun) |
| 356. कालपी (जौनपुर) | 356. Kalpi (Jaunpur) |
| 357. कालपी रोड (कानपुर) | 357. Kalpi Road (Kanpur) |
| 358. कल्याणपुर (कानपुर) | 358. Kalyanpur (Kanpur) |
| 359. कामाखा (वाराणसी) | 359. Kamachha (Varanasi) |
| 360. कानालिछिना (पीलीभीत) | 360. Kanalichhina (Pilibhit) |
| 361. कान्हा (अल्मोड़ा) | 361. Kanda (Almora) |
| 362. कान्हाज (फर्रुखाबाद) | 362. Kannauj (Farrukhabad) |
| 363. कान्हाज सिटी (फर्रुखाबाद) | 363. Kannauj City (Farrukhabad) |
| 364. कान्ठ (मुरादाबाद) | 364. Kanth (Moradabad) |
| 365. कर्चना (अलाहाबाद) | 365. Karchana (Allahabad) |
| 366. कर्मबाजार (अलाहाबाद) | 366. Karmabazar (Allahabad) |
| 367. कारवी (बंदा) | 367. Kard (Banda) |
| 368. काशीपुर (नैनीताल) | 368. Kashipur (Nainital) |
| 369. काशीपुर कृ. वि. श. (नैनीताल) | 369. Kashipur A.D.B. (Nainital) |
| 370. कासिया कृ. वि. श. | 370. Kasia A.D.B. |
| 371. कटरा गुलाब सिंह (प्रतापगढ़) | 371. Katra Gulab Singh (Pratapgarh) |
| 372. कटघर (मुरादाबाद) | 372. Katghar (Moradabad) |
| 373. काठगोदाम (नैनीताल) | 373. Kathgodam (Nainital) |
| 374. कौरीराम (गोरखपुर) | 374. Kauriram (Gorakhpur) |
| 375. करारी | 375. Karari |
| 376. केराकत (जौनपुर) | 376. Kerakat (Jaunpur) |
| 377. के. जी. के. कॉलेज (मुरादाबाद) | 377. K.G.K. College (Moradabad) |
| 378. खागा (फतेहपुर) | 378. Khaga (Fatehpur) |
| 379. खजुहा कृ. वि. श. (फतेहपुर) | 379. Khajuha A.D.B. (Fatehpur) |
| 380. खालीलाबाद (बस्ती) | 380. Khalilabad (Basti) |
| 381. खालीलाबाद कृ. वि. श. (बस्ती) | 381. Khalilabad A.D.B. (Basti) |
| 382. कपोरथलाबाग (लखनऊ) | 382. Kapoorthala Bagh (Lucknow) |
| 383. कोरबा | 383. Korwa |
| 384. कैसरबाग (लखनऊ) | 384. Kaisarbagh (Lucknow) |
| 385. खपरा मोहाला (कानपुर) | 385. Khapra Mohal (Kanpur) |
| 386. खतिया (नैनीताल) | 386. Khatima (Nainital) |
| 387. खेसराहा (बस्ती) | 387. Khesraha (Basti) |
| 388. खेतिकान (पिथौरागढ़) | 388. Khetikhan (Pithoragarh) |
| 389. खुल्दाबाद (अलाहाबाद) | 389. Khuldabad (Allahabad) |
| 390. खितवास (ललितपुर) | 390. Khitwas (Lalitpur) |
| 391. खूनीपुर (गोरखपुर) | 391. Khoonipur (Gorakhpur) |
| 392. खोरिया बाजार | 392. Khoribazar |
| 393. किच्छा (नैनीताल) | 393. Kichha (Nainital) |
| 394. किशनपुर | 394. Kishunpur |
| 395. किदवाई नगर (कानपुर) | 395. Kidwai Nagar (Kanpur) |
| 396. कोडाजहानाबाद (फतेहपुर) | 396. Koda Jahanabad (Fatehpur) |
| 397. कोल्हूई (गोरखपुर) | 397. Kolhui (Gorakhpur) |
| 398. कोन्च (जालौन) | 398. Konch (Jalaun) |
| 399. कोपगंज (आज़मगढ़) | 399. Kopaganj (Azamgarh) |
| 400. कोटवा (बलिया) | 400. Kotwa (Ballia) |
| 401. कृष्ण नगर (कानपुर) | 401. Krishna Nagar (Kanpur) |
| 402. कुल्पाहार (हमीरपुर) | 402. Kulpahar (Hamirpur) |

403. कुडा (प्रतापगढ़)	403. Kunda (pratapgarh)
404. कुण्डेश्वरी (नैनीताल)	404. Kundeshwari (Nainital)
405. कुबेभार (सुल्तानपुर)	405. Kurebhar (Sultanpur)
406. कुशल गाँव	406. Kushal Gaon
407. कुस्मी (गोरखपुर)	407. Kusmi (Gorakhpur)
408. कुतुबखाना (बरेली)	408. Kutubkhana (Bareilly)
409. के. यू. एम. एस. चिरगाँव (झाँसी)	409. K.U.M.S. Chirgaon (Jhansi)
410. के. यू. एम. एस. (जंगीपुर)	410. K.U.M.S. (Jangipur)
411. लहुराबिर (वाराणसी)	411. Lahurabir (Varanasi)
412. लाजपतनगर (कानपुर)	412. Lajpat Nagar (Kanpur)
413. लखनपुर (कानपुर)	413. Lakhampur (Kanpur)
414. लखीमपुर खीरी	414. Lakhampur Kheri
415. लखीमपुर खीरी क. वि. भा.	415. Lakhimpur Kheri A.D.B.
416. लखना (इटावा)	416. Lakhna (Etawah)
417. लालगंज (आज़मगढ़)	417. Lalganj (Azamgarh)
418. लालगंज (रायबरेली)	418. Lalganj (Raebareli)
419. लालगंज (प्रतापगढ़)	419. Lalganj (Pratapgarh)
420. ललितपुर	420. Lalitpur
421. ललितपुर के. यू. एम. एस.	421. Lalitpur K.U.M.S.
422. लाल इमली (कानपुर)	422. Lal Imli (Kanpur)
423. लालकुआँ (नैनीताल)	423. Lal Kuan (Nainital)
424. लमगारा (अमरा)	424. Lamgara (Almora)
425. लाटूचे रोड (कानपुर)	425. Latouche Road (Kanpur)
426. लाटूचे रोड (लखनऊ)	426. Latouche Road (Lucknow)
427. लखमपुर (गोरखपुर)	427. Laxmipur (Gorakhpur)
428. लोहाघाट (पिथौरागढ़)	428. Lohaghat (Pithoragarh)
429. एल. एन. शुगर फैक्ट्री (पिलीभीत)	429. L. H. Sugar Factory (Pilibhit)
430. मछली शहर (जाँपुर)	430. Machhli Shahr (Jaunpur)
431. माधोगढ़ क. वि. भा. (जालौन)	431. Madhogarh A.D.B. (Jalaun)
432. माधोटाना (पिलीभीत)	432. Madhoranda (Pilibhit)
433. मगहर (बस्ती)	433. Meghar (Basti)
434. महानगर (लखनऊ)	434. Mehanagar (Lucknow)
435. महाराजगंज (गोरखपुर)	435. Maharajganj (Gorakhpur)
436. एम. जी. मार्ग (कानपुर)	436. M. G. Marg (Kanpur)
437. महें	437. Mahen
438. एम. जी. मार्ग (लखनऊ)	438. M.G. Marg (Lucknow)
439. महोबा (इटावा)	439. Mahewa (Etawah)
440. महोबा (हमीरपुर)	440. Mahoba (Hamirpur)
441. मैलानी (लखीमपुर)	441. Mailani (Lakhimpur)
442. मल्हानी बाजार (जाँपुर)	442. Malhani Bazar (Jaunpur)
443. मनौरी बाजार (इलाहाबाद)	443. Manauri Bazar (Allahabad)
444. मनघाटा (प्रतापगढ़)	444. Mandhata (Pratapgarh)
445. मन्धाना (कानपुर)	445. Mandhana (Kanpur)
446. मण्डी समिति (झाँसी)	446. Mandi Samiti (Jhansi)
447. मेन मार्केट (नजीबाबाद)	447. Main Market (Najibabad)
448. मण्डी समिति (लखनऊ)	448. Mandi Samiti (Lucknow)
449. मनीराम की बगियाँ (कानपुर)	449. Maniram Ki Bagia (Kanpur)
450. मानिक चौक (झाँसी)	450. Manik Chowk (Jhansi)
451. मजखाली	451. Majkhali
452. मजहोला (पिलीभीत)	452. Majhola (Pilibhit)
453. मजहानपुर (इलाहाबाद)	453. Monjhanpur (Allahabad)
454. मन्कापुर (गोंडा)	454. Mankapur (Gonda)
455. मडियाहू (जाँपुर)	455. Mariahu (Jaunpur)
456. मौदहा (हमीरपुर)	456. Maudaha (Hamirpur)
457. मउनाथ भंजन (आज़मगढ़)	457. Maunath Bhanjan (Azamgarh)
458. मजरापुर (झाँसी)	458. Mauranipur (Jhansi)

459. मेडिकल कालेज (कानपुर)	459. Medical College (Kanpur)
460. मेडिकल कालेज (गोरखपुर)	460. Medical College (Gorakhpur)
461. मेहदावल (बस्ती)	461. Mehndawal (Basti)
462. मेहरोनी (ललितपुर)	462. Mehroni (Lalitpur)
463. मेजा (इलाहाबाद)	463. Meja (Allahabad)
464. मेस्टन रोड (कानपुर)	464. Meston Road (Kanpur)
465. मिलक (रामपुर)	465. Milak (Rampur)
466. मिर्जामुराद (वाराणसी)	466. Mirzamurad (Varanasi)
467. एम. एस. बी. मेडिकल कालेज (झांसी)	467. M.L.R. Medical College (Jhansi)
468. एम. एल. एन. एम. कालेज (इलाहाबाद)	468. M.L.N.M. College (Allahabad)
469. एम. एन. आर. ई. कालेज (इलाहाबाद)	469. M.N.B.E. College (Allahabad)
470. एम. एम. इन्जी. कालेज (गोरखपुर)	470. M.M. Engg. College (Gorakhpur)
471. मिरजपुराट्टरा (शाहजहाँपुर)	471. Miranpur Katra (Shahjahanpur)
472. मिर्जापुर (वाराणसी)	472. Mirzapur (Varanasi)
473. मिसरिख-कम-नीमसार (सीतापुर)	473. Misrikh-Cum-Nimsar (Sitapur)
474. मोहान	474. Mohaan (S.A.B.)
475. मोहनलालगंज (लखनऊ)	475. Mohanlal Ganj (Lucknow)
476. मोहदीपपुर (गोरखपुर)	476. Mohaddipur (Gorakhpur)
477. मोहम्मदाबाद क. वि. न.	477. Mohammadabad A.D.B.
478. मोहम्मदाबाद (ग़ाज़ीपुर)	478. Mohammadabad (Ghazipur)
479. मोहम्मदाबादगोहना (आज़मगढ़)	479. Mohammedabad Gohna (Azamgarh)
480. मिन्वा	480. Minwa
481. मोहनपुर क्रॉसिंग	481. Mohanpur Crossing
482. मोहम्मदपुर (कानपुर)	482. Mohammadpur (Kanpur)
483. मोलेखल (अमरौली)	483. Molekhal (Almora)
484. मुरादाबाद	484. Moradabad
485. मुरादाबाद सिटी	485. Moradabad City
486. मूसानगर (कानपुर)	486. Moosanagar (Kanpur)
487. मोठ (झांसी)	487. Moth (Jhansi)
488. मोठ क. वि. न. (झांसी)	488. Moth A.D.B. (Jhansi)
489. मोतीझाल (कानपुर)	489. Motijheel (Kanpur)
490. मोतीनगर (फ़ैजाबाद)	490. Motinagar (Faizabad)
491. मुबारकपुर (आज़मगढ़)	491. Mubarakpur (Azamgarh)
492. मुन्दिया धुरेकी (बुधायु)	492. Mundia Dhureki (Budaun)
493. मुगलसराय (वाराणसी)	493. Mughal Sarai (Varanasi)
494. मुगलसराय रेलवे स्टेशन	494. Mughal Sarai Rly. Station.
495. मुहम्मदी (लखीमपुर)	495. Muhamdi (Lakhimpur)
496. मुहम्मदी क. वि. न. (लखीमपुर)	496. Muhamdi A.D.B. (Lakhimpur)
497. मुक्तेश्वर (नैनीताल)	497. Mukteshwar (Nainital)
498. मुमफोर्डगंज (इलाहाबाद)	498. Mumfordganj (Allahabad)
499. मुण्डेरवा (बस्ती)	499. Munderwa (Basti)
500. मुन्दिया नबी बुख (बरेली)	500. Mundia. Nabi Bux (Bareilly)
501. मुंसियारी (पिथौरागढ़)	501. Munsiri (Pithoragarh)
502. मुसाफिर खाना (सुल्तानपुर)	502. Musafir Khana (Sultanpur)
503. मुठगी गंज (इलाहाबाद)	503. Muthiganj (Allahabad)
504. माकबूल आलम रोड	504. Maqbool Alam Road
505. नाचनी	505. Nachni
506. नाजिबाबाद	506. Najibabad
507. नाकोट (एस. ए. बी.)	507. Nakote (S.A.B.)
508. नगर बाजार (बस्ती)	508. Nagar Bazar (Basti)
509. नगर महापलिका (लखनऊ)	509. Nagar Maha Palika (Lucknow)
510. नैनीताल	510. Nainital
511. नैनी (इलाहाबाद)	511. Naini (Allahabad)
512. नक्कास (लखनऊ)	512. Nakkhas (Lucknow)
513. नानपारा (बह्राइच)	513. Nanpara (Bahraich)

514. नदसर	514. Nadesar
515. नानकमता साहेबा (नैनीताल)	515. Nanakmata Saheb (Nainital)
516. नवीन मार्केट (कानपुर)	516. Navin Market (Kanpur)
517. नागिना	517. Nagina
518. नागलजाट	518. Nagal Jat
519. नाबस्ता (कानपुर)	519. Naubasta (Kanpur)
520. नागार्ह (वाराणसी)	520. Naugarh (Varanasi)
521. नागार्ह (बस्ती)	521. Naugarh (Basti)
522. नागार्ह कृ. वि. श. (बस्ती)	522. Naugarh A.D.B. (Basti)
523. नौतनवा (गोरखपुर)	523. Nautanwa (Gorakhpur)
524. नौरंगा (कानपुर)	524. Nauranga (Kanpur)
525. नवाबगंज (कानपुर)	525. Nawabganj (Kanpur)
526. नवाबगंज (बरेली)	526. Nawabganj (Bareilly)
527. नवाबगंज (गोंडा)	527. Nawabganj (Gonda)
528. नयागंज (कानपुर)	528. Nayaganj (Kanpur)
529. नेोरिया हसनपुर (पिबिथीत)	529. Neorahasapur (Pilibhit)
530. नेवादा	530. Nawada
531. निशातगंज (लखनऊ)	531. Nishatganj (Lucknow)
532. निजामाबाद (आज़मगढ़)	532. Nizamabad (Azamgarh)
533. निन्द्रा	533. Nindru
534. ओबरा (मिर्जापुर)	534. Obra (Mirzapur)
535. उरई (जालौन)	535. Orai (Jalaun)
536. उरई सिटी (जालौन)	536. Oral City (Jalam)
537. परीक्षा (झांसी)	537. Paricchha (Jhansi)
538. पडरौना देवरिया)	538. Fadrauna (Deoria)
539. पाद्री बाजार (गोरखपुर)	539. Padri Bazar (Gorakhpur)
540. पलियाकला (लखीमपुर)	540. Paliakalan (Lakhimpur)
541. पाण्डेगंज (लखनऊ)	541. Pandeyganj (Lucknow)
542. पाण्डू नगर (कानपुर)	542. Pandunagar (Kanpur)
543. पनुवानउला (अमोड़ा)	543. Panuwanaula (Almora)
544. पन्तनगर (नैनीताल)	544. Pantnagar (Nainital)
545. परेली	545. Pareli
546. पट्टी	546. Patti
547. पठकौली	547. Pathkaul
548. पट्टी (प्रतापगढ़)	548. Patti (Pratapgarh)
549. पीपीगंज (गोरखपुर)	549. Peepiganj (Gorakhpur)
550. फाफामऊ (आलाहाबाद)	550. Phaphamau (Allahabad)
551. फरेंदा (गोरखपुर)	551. Pharenda (Gorakhpur)
552. फरेंदा कृ. वि. श. (गोरखपुर)	552. Pharenda A.D.B. (Gorakhpur)
553. फूलबाग (कानपुर)	553. Phoolbagh (Kanpur)
554. फूलपुर (आज़मगढ़)	554. Phulpur (Azamgarh)
555. फूलपुर (आलाहाबाद)	555. Phulpur (Allahabad)
556. पिबिथीत	556. Pilibhit
557. पिबिथीत कृ. वि. श.	557. Pilibhit A.D.B.
558. पिन्द्रा (वाराणसी)	558. Pindra (Varanasi)
559. पिपराही (गोरखपुर)	559. Piprauli (Gorakhpur)
560. पिपरी (मिर्जापुर)	560. Pipri (Mirzapur)
561. परियावा (प्रतापगढ़)	561. Pariyawan (Pratapgarh)
562. पिथौरागढ़	562. Pithoragarh
563. पोवाया कृ. वि. श. (साहजहानपुर)	563. Powayan A.D.B. (Sahjahanpur)
564. पी.पी.एन. मार्केट (कानपुर)	564. P.P.N. Market (Kanpur)
565. प्रतापगढ़	565. Pratapgarh
566. प्रतापगढ़ कृ. वि. श.	566. Pratapgarh A.D.B.
567. पी. रोड (कानपुर)	567. P. Road (Kanpur)
568. पुलहिन्दोला	568. Pulhindola
569. पुखराय कृ. वि. श.	569. Pukhrayan A.D.B.

570. पूरनपुर (पीलीभीत)	570. Pucanpur (Pilibhit)
571. पुरानी बस्ती (बस्ती)	571. Puranibasti (Basti)
572. पुरवा (उन्नाव)	572. Purwa (Unnao)
573. पिथला एन.डी.यू.	573. Pithla N.D.U.
574. पुराना	574. Purania
575. पंखू (एस.ए. गाँवा)	575. Pankhoo (S.A.B.)
576. कादर चौक (बुदायूं)	576. Qadar Chowk (Budaun)
577. रायबरेली	577. Raebareli
578. रायबरेली कृ.वि.शा.	578. Raebareli A.D.B.
579. रेल बाजार (कानपुर)	579. Railbazar (Kanpur)
580. रेलवे कॉलोनी (कानपुर)	580. Railway Colony (Kanpur)
581. रेलवे स्टेशन (मुरादाबाद)	581. Railway Station (Moradabad)
582. रेलवे स्टेशन (वाराणसी)	582. Railway Station (Varanasi)
583. रेलवे स्टेशन (झांसी)	583. Railway Station (Jhansi)
584. राजा का दरवाजा (वाराणसी)	584. Raja Ka Darwaja (Varanasi)
585. राजा का ताजपुर	585. Raja Ka Tajpur
586. राजधानी (गोरखपुर)	586. Rajdhani (Gorakhpur)
587. राजघाट (ललितपुर)	587. Rajghat (Lalitpur)
588. रामगंज	588. Raraganj
589. रामनगर कृ.वि.शा. (इटावा)	589. Ramnagar A.D.B. (Etawah)
590. रामनगर	590. Ram Nagar
591. रामनगर (नैनीताल)	591. Ram Nagar (Nainital)
592. रामनगर (वाराणसी)	592. Ram Nagar (Varanasi)
593. रामपुर	593. Rampur
594. रामपुर कृ.वि.शा.	594. Rampur A.D.B.
595. रामपुर सिटी	595. Rampur City
596. रामपुर कारखाना (देवरिया)	596. Rampur Karkhana (Deoria)
597. राम सनेहीघाट (बाराबंकी)	597. Ram Sanehighat (Barabanki)
598. रामपुर गनपुरिया	598. Rampur Ganpuria
599. रामबापुर काली (बस्ती)	599. Ramwapur Kali (Basti)
600. रानी बाग	600. Rani Bugh
601. रानीपुर (झांसी)	601. Ranipur (Jhansi)
602. रानी खेत (अमरौली)	602. Ranikhet (Ahnora)
603. रानी की सराय (आजमगढ़)	603. Rank Ki Sarai (Azamgarh)
604. रानुवा	604. Ranua
605. रसरा (बलिया)	605. Rasia (Ballia)
606. राठ (हमीरपुर)	606. Rath (Hamirpur)
607. राठ कृ.वि.शा. (हमीरपुर)	607. Rath A.D.B. (Hamirpur)
608. रेनुकोट (मिर्जापुर)	608. Renukoot (Mirzapur)
609. रिसिया	609. Risia (Bor.)
610. रिथोरा (बरेली)	610. Rithora (Bareilly)
611. राबर्ट्सगंज (मिर्जापुर)	611. Robertsganj (Mirzapur)
612. रुधौली (वाराणसी)	612. Rudhauili (Varanasi)
613. रुधौली (बस्ती)	613. Rudhauili (Basti)
614. रुद्रपुर (नैनीताल)	614. Rudrapur (Nainital)
615. रुद्रपुर कृ.वि.शा. (नैनीताल)	615. Rudrapur A.D.B. (Nainital)
616. रुरा (कानपुर)	616. Rura (Kanpur)
617. रतनलाल नगर	617. Ratanlal Nagar
618. राजपुर	618. Rajapur
619. सगरा सुन्दरपुर (प्रतापगढ़)	619. Sagra Sunderpur (Pratapgarh)
620. सदर बाजार (झांसी)	620. Sadar Bazar (Jhansi)
621. सदनवारा (फर्रुखाबाद)	621. Sadnwara (Farrukhabad)
622. साँपुर (उन्नाव)	622. Saipur (Unnao)
623. सहजानवा (गोरखपुर)	623. Sahjanawa (Gorakhpur)
624. सहसों (अलाहाबाद)	624. Sahason (Allahabad)
625. सहसवान (बुदायूं)	625. Sahaswan (Budaun)

626. साहतवार (बलिया)
627. साहुपुरी (वाराणसी)
628. सैदपुर (बुदायूं)
629. सैदपुर (ग़ाज़ीपुर)
630. सलेम सराय (इलाहाबाद)
631. सलेमपुर (देवरिया)
632. सालोन (रायबरेली)
633. सम्भल (मुरादाबाद)
634. सम्भल कृ. वि. शा. (मुरादाबाद)
635. समरेर (बुदायूं)
636. सन्डीला (हर्दोई)
637. सन्डीला इन्ड. कॉम्प्लेक्स
638. सन्धीपुर (प्रतापगढ़)
639. संजय गांधी पी. जी. आई.
640. सराय ख्वाजा (जाँपुर)
641. सराय प्रयाग (फर्रुख़ाबाद)
642. सराय तारिन (मुरादाबाद)
643. सारनाथ कृ. वि. शा. (वाराणसी)
644. सरसाइनावर (इटावा)
645. सरदार नगर (गोरखपुर)
646. सट्टी बाजार (वाराणसी)
647. शाहगंज (जाँपुर)
648. शाहाबाद (रामपुर)
649. शाहाबाद (हर्दोई)
650. शिकरीगंज (बैसठाट)
651. शक्ति फार्म
652. टैगोर नगर (नैनीताल)
653. शक्ति नगर (मिर्ज़ापुर)
654. श्यामगंज (बरेली)
655. शीतलाखेत (अल्मोड़ा)
656. शिवपुर (वाराणसी)
657. शॉपिंग सेंटर (वाराणसी)
658. शुक्लागंज (उन्नाव)
659. श्याम देवरवा (गोरखपुर)
660. सिधौली (सीतापुर)
661. सिगपुर
662. सिगरा (वाराणसी)
663. सिकंदरा (कानपुर)
664. सिकंदरपुर (बलिया)
665. सिकंदरपुर कल्लू
666. शोहरतगढ़ (बस्ती)
667. सियाऊ
668. सेवहारा
669. सहनपुर
670. शेर्कोट
671. सिहोर्वा
672. सिधौरा बाजार (वाराणसी)
673. सिंदूरिया
674. सिपरी बाजार (झांसी)
675. सिराथू (इलाहाबाद)
676. सिरसा (इलाहाबाद)
677. सरसी (मुरादाबाद)
678. सिसामऊ (कानपुर)
679. सिसवा बाजार (गोरखपुर)
680. सिसवा बाजार कृ. वि. शा. (गोरखपुर)
681. सीतापुर
682. सीतापुर कृ. वि. शा.
626. Sahatwar (Ballia)
627. Sahupuri (Varanasi)
628. Saidpur (Budaun)
629. Saidpur (Ghazipur)
630. Salem Sarai (Allahabad)
631. Salempur (Deoria)
632. Salon (Raebareilly)
633. Sambhal (Moradabad)
634. Sambhal A.D.B. (Moradabad)
635. Samrer (Budaun)
636. Sandila (Hardoi)
637. Sandila Indl. Complex
638. Sanghipur (Pratapgarh)
639. Sanjai Gandhi P.G.I.
640. Sarai Khwaja (Jaunpur)
641. Sarai Prayag (Farrukhabad)
642. Sarai Tarin (Moradabad)
643. Sarnath A.D.B. (Varanasi)
644. Sarsainawar (Etawah)
645. Sardarnagar (Gorakhpur)
646. Sattibazar (Varanasi)
647. Shaganj (Jaunpur)
648. Shahabad (Rampur)
649. Shahabad (Hardoi)
650. Shikriganj (Belghat)
651. Shakti Farm (Nainital)
652. Tagore Nagar
653. Shakti Nagar (Mirzapur)
654. Shyam Ganj (Bareilly)
655. Shitla Khet S.A.B. (Almora)
656. Shivpur (Varanasi)
657. Shopping Centre (Varanasi)
658. Shuklaganj (Unnao)
659. Shyam Deorawa (Gorakhpur)
660. Sidhauili (Sitapur)
661. Signapur
662. Sibra (Varanasi)
663. Sikandara (Kanpur)
664. Sikandarpur (Ballia)
665. Sikandarpur Kalkoo
666. Shohratgarh (Basti)
667. Siau
668. Seohara
669. Sahanpur
670. Sherkot
671. Sihorwa
672. Sindhorabazar (Varanasi)
673. Sinduria
674. Sipiribazar (Jhansi)
675. Sirathu (Allahabad)
676. Sirsa (Allahabad)
677. Sirsi (Moradabad)
678. Sisamau (Kanpur)
679. Siswabazar (Gorakhpur)
680. Siswabazar A.D.B. (Gorkhapur)
681. Sitapur
682. Sitapur A.D.B.

683. सितागंज (नैनीताल)
684. सोमैयागंज (वाराणसी)
685. सोमेश्वर (अल्मोड़ा)
686. सोनौली (गोरखपुर)
687. सोनबर्सा (गोरखपुर)
688. सोनपुर
689. सोराव (अलाहाबाद)
690. सोराव क. वि. शा. (अलाहाबाद)
691. स्रिदुतगंज (गोंडा)
692. स्टेशन रोड (मुरादाबाद)
693. सुअर (रामपुर)
694. सुभाष नगर (बरेली)
695. सब्जी मण्डी किदवाई नगर (कानपुर)
696. सुसुन्दी
697. सुल्तानपुर
698. सुखपुरा (बलिया)
699. स्वरोपनगर (कानपुर)
700. स्याल्देह (अल्मोड़ा)
701. स्टेशन रोड प्रा. का. (मुरादाबाद)
702. तलाक मोहल (कानपुर)
703. तालग्राम (फर्रुखाबाद)
704. तल्लताल (नैनीताल)
705. टनकपुर (नैनीताल)
706. ताज पिपरा
707. टांडा (फैजाबाद)
708. टाउन हॉल (शाहजहानपुर)
709. टांडा (रामपुर)
710. तारिकेत (अल्मोड़ा)
711. ठाकुरद्वारा क. वि. शा. (मुरादाबाद)
712. थल (पिथौरागढ़)
713. थारियाव (फतेहपुर)
714. थूथीबारी (गोरखपुर)
715. तिलहर (शाहजहानपुर)
716. तिलहर क. वि. शा. (शाहजहानपुर)
717. ट्रांसपोर्ट नगर (कानपुर)
718. तुलसीपुर (गोंडा)
719. ट्रांसपोर्ट नगर (लखनऊ)
720. टेकुवाटर
721. उदी (इटावा)
722. उज्जानी (बिदायूं)
723. उन्नाव
724. उर्दु बाजार (गोरखपुर)
725. उस्मानपुर (कानपुर)
726. उस्का बाजार (बस्ती)
727. उतरोला (गोंडा)
728. यू. पी. सचिवालय (लखनऊ)
729. वाराणसी
730. वाराणसी सिटी
731. वाराणसी होटल
732. विन्ध्याचल (मिर्जापुर)
733. विनोबा नगर (कानपुर)
734. विष्णुपुरी (कानपुर)
735. वेलकुण्डा
736. वरडीहा
737. वड्डा (पिथौरागढ़)
738. वाल्टरगंज (बस्ती)
739. जमनिया
683. Sitarganj (Nainital)
684. Somaiyanagar (Varanasi)
685. Simeshwar (Almora)
686. Sonauli (Gorakhpur)
687. Sonbarsa (Gorakhpur)
688. Soncpur
689. Soraon (Allahabad)
690. Soraon A.D.B. (Allahabad)
691. Sriduttganj (Gonda)
692. Station Road (Moradabad)
693. Suar (Rampur)
694. Subhash Nagar (Bareilly)
695. Subzi Mandi Kidwainagar (Kanpur)
696. Susundi
697. Sultanpur
698. Sukhpura (Ballia)
699. Swaroop Nagar (Kanpur)
700. Syaldeh (Almora)
701. Station Road (Moradabad)
702. Talaq Mohal (Kanpur)
703. Talgram (Farrukhabad)
704. Tallital (Nainital)
705. Tanakpura (Nainital)
706. Tajpipra
707. Tanda (Faizabad)
708. Town Hall (Shahjahanpur)
709. Tanda (Rampur)
710. Tarikhet (Almora)
711. Thakurdwara A.D.B. (Moradabad)
712. Thal (Pithoragarh)
713. Thariyaon (Fatehpur)
714. Thootibari (Gorakhpur)
715. Tilhar (Shahjahanpur)
716. Tilhar A.D.B. (Shahjahanpur)
717. Transport Nagar (Kanpur)
718. Tulsipur (Gonda)
719. Transport Nagar (Lucknow)
720. Tekuwater
721. Udi (Etawah)
722. Ujhani (Bidaun)
723. Unnao
724. Urdubazar (Gorakhpur)
725. Usmanpur (Kanpur)
726. Uskabazar (Basti)
727. Utraula (Gonda)
728. U.P. Civil Sectt. (Lucknow)
729. Varanasi
730. Varanasi City
731. Varanasi Hotel
732. Vindhyaachal (Mirzapur)
733. Vinoba Nagar (Kanpur)
734. Vishnupuri (Kanpur)
735. Veilkunda
736. Verdeccha
737. Wadda Pithoragarh
738. Walterganj (Basti)
739. Zamania

दिल्ली

DELHI

740. बदरपुर
741. भिकाजी काँडा प्लेस
742. दारियागंज
743. डी.डी.ए. बिल्डिंग
744. डिफेन्स कोलोनी
745. फ्लाई ओवर डिफेन्स कोलोनी
746. ग्रेटर कैलाश
747. आई.पी. एस्टेट
748. मस्जिद मोठ
749. मोती बाग
750. एन.सी.ई.आर.टी.
751. सकेत
752. साऊथ कैम्पस धोला कुआँ
753. पुष्पा भवन
754. आई.एन.ए. विकास सदन
755. ज़ाकिर नगर
756. आज़ादपुर
757. आज़ाद मार्केट
758. जी.टी. कर्नाल रोड
759. इन्दर लोक
760. आई.एस.बी.टी.
761. जहंगीरपुरी
762. किसानगंज
763. राना प्रताप बाग
764. रूप नगर
765. शक्ति नगर
766. विजय नगर
767. श्री नगर कोलोनी
768. गुलाबी बाग
769. सी.डब्ल्यू.सी. पालम
770. सैंटोर होटल
771. हरी नगर
772. माजरा दबास
773. जानकपुरी
774. पंजाबी बाग
775. रघुबीर नगर
776. सुभाष नगर
777. उत्तम नगर
778. अनाज मंडी शाहदारा
779. सी.जी.पी. कॉम्प्लेक्स लोदी स्टेट
780. डी.एम.एस. शादीपुर
781. ईस्ट पार्क रोड
782. ईस्ट पटेल नगर
783. गांधी नगर
784. इन्दरपुरी
785. कृष्णा नगर
786. मदर डेयरी पटपार्गन
787. न्यू राजेंद्र नगर
788. पदम सिंह रोड
789. हाउज़ क़ाज़ी
790. आई.ओ.सी. लोदी रोड
791. जी.टी. रोड, शाहदारा
792. स्वास्थ्य विहार
793. फतेहपुरी
794. फ़व्वारा

740. Badarpur
741. Bhikaji Kama Place
742. Darya Ganj
743. D.D.A. Building
744. Defence Colony
745. Flyover Defence Colony
746. Greater Kailash-2
747. I.P. Estate
748. Masjid Moth
749. Moti Bagh
750. N.C.E.R.T.
751. Saket
752. South Campus Dhola Kuan
753. Pushpa Bhawan
754. I.N.A. Vikas Sadan
755. Zakir Nagar
756. Azadpur
757. Azad Market
758. G.T. Karnal Road
759. Inderlok
760. I.S.B.T.
761. Jahangir Puri
762. Kishan Ganj
763. Rana Pratap Bagh
764. Roop Nagar
765. Shaktinagar
766. Vijay Nagar
767. Sri Nagar Colony
768. Gulabi Bagh
769. C.W.C. Palam
770. Santaur Hotel
771. Hari Nagar
772. Majra Dabas
773. Janakpuri
774. Panjabi Bagh
775. Raghbir Nagar
776. Subhash Nagar
777. Uttam Nagar
778. Anaj Mandi Shahdara
779. C.G.O. Complex, Lodi Estate
780. D.M.S. Shadipur
781. East Park Road
782. East Patel Nagar
783. Gandhi Nagar
784. Inder Puri
785. Krishna Nagar
786. Mother Dairy Patparganj
787. New Rajender Nagar
788. Padam Singh Road
789. Hauz Qazi
790. I.O.C. Lodi Road
791. G.T. Road Shahdara
792. Swasthya Vihar
793. Fatehpuri
794. Fountain

793. मसौनपुरी
794. मुल्तानपुरी
- स्टेट बैंक ऑफ पटियाला
(हरियाणा)
797. बड़मलिक, सोनीपत
798. गंगोली, जिंद
799. मताुर, जिंद
800. कर्मचारी प्रशिक्षण केंद्र
105, सेक्टर-7,
पंचकुला, अम्बाला
801. जगसी, सोनीपत
802. एस्कॉर्ट, फरीदाबाद
उत्तर प्रदेश
803. मैमोरा (एयर फोर्स स्टेशन, लखनऊ)
804. मथूरा
805. (मोदीपुर), दुर्ग नाग्ला
806. मीरठ कान्ठ
- स्टेट बैंक ऑफ सौराष्ट्र
807. वेरावल शाखा,
वेरावल (गुजरात)
808. द्वारका शाखा,
द्वारका (गुजरात)
- स्टेट बैंक ऑफ हैदराबाद
809. काचिगुडा शाखा,
3-4-215, ग्राउंड फ्लोर,
काचिगुडा, हैदराबाद 500 027
810. हब्सहिगुडा शाखा,
6/17 एंड 6/18,
साइंटिस्ट्स कॉलोनी,
हब्सहिगुडा, हैदराबाद-500 007
811. स्टाफ प्रशिक्षण केंद्र,
मोहन लॉज की सामने,
गुल्बर्गा-585101
{(कर्नाटक)}
812. स्टाफ प्रशिक्षण केंद्र,
मार्रेडपल्ली,
सेकुंडराबाद-500 026
- स्टेट बैंक ऑफ बीकानेर एंड जयपुर
हरियाणा राज्य
813. फरीदाबाद
814. पानीपत
815. सोनीपत
816. अबोहर (पंजाब)
817. चण्डीगढ़
818. सुरत (गुजरात)
819. नागपुर (महाराष्ट्र)
संघ शासित प्रदेश दिल्ली
820. चांदनी चौक
821. शाहदरा
822. बाराकम्बा रोड
823. कनॉट सर्कस
824. किरती नगर
825. कारोल बाग
826. नंगल राय

795. Mangolpuri
796. Sultanpuri
STATE BANK OF PATIYALA
(HARYANA)
797. Badmalik, Sonapat
798. Gangoli, Jind
799. Mataur, Jind
800. Staff Training Centre,
105, Sector 7,
Panchkula, Ambala
801. Jagsi, Sonapat
802. Escorts, Faridabad
(UTTAR PRADESH)
803. Memoura (Air Force Station, Lucknow)
804. Mathera
805. (Modipur), Durg Nagla
806. Meerut Cantt.
STATE BANK OF SAURASTRA
807. Veraval Branch,
Veraval (Gujarat)
808. Dwarka Branch,
Dwarka (Gujarat)
STATE BANK OF HYDERABAD
809. Kachiguda Branch,
3-4-215, Ground Floor,
Kachiguda, Hyderabad-500027
810. Habshiguda Branch,
6/17A & 6/18,
Scientists Colony,
Habshiguda, Hyderabad-500007
811. Staff Training Centre,
Opp. to Mohan Lodge,
Gulbarga-585101
(KARNATAKA)
812. Staff Training Centre, Marredpally
Secunderabad-500026
STATE BANK OF BIKANER & JAIPUR
HARYANA STATE
813. Faridabad
814. Panipat
815. Sonapat
816. Abohar (Panjab)
817. Chandigarh
818. Surat (Gujarat)
819. Nagpur (Maharashtra)
UNION TERRITORY, DELHI
820. Chandni Chowk
821. Shahdra
822. Barakhamba Road
823. Connaught Circus
824. Kirti Nagar
825. Karol Bagh
826. Nangal Raya

827. नारायणा बी. सम्पदा केज-I
828. नारायणा बी. सम्पदा केज-II
829. न्यू रोहताक रोड
830. सफदरजंग
831. साकेत

राजस्थान राज्य

832. बाड़मेर, कृषि उपज मण्डी
833. जैसलमेर
834. जोधपुर, भगत की कोठी
835. जोधपुर सिटी
836. जोधपुर औद्योगिक सम्पदा
837. जोधपुर जालोरी गेट
838. जोधपुर पावटा
839. जोधपुर सरदारपुरा
840. जोधपुर सेवा शाखा
841. जोधपुर सोजती गेट
842. जोधपुर सूर सागर
843. मेरुता मिटी
844. मकराना

स्टेट बैंक ऑफ इन्दौर

845. स्टाफ प्रशिक्षण केन्द्र,
पिपलियापाला, इंदौर (म.प्र.)
846. स्टाफ प्रशिक्षण केन्द्र,
भवार्कुवा, खंडवा रोड,
इंदौर (म.प्र.)

इंडियन ओवरसीज बैंक

847. स्टाफ प्रशिक्षण केन्द्र,
26 व 27 'बी' ब्लॉक,
कम्युनिटी सेंटर,
जानकपुरी, नई दिल्ली।

केनरा बैंक

848. अम्मंबल, डाक कुर्नाड,
बंटवाल तालूक, दक्षिण कन्नडा
849. बल्लमावथि, मडिकेरी तालूक,
कोडगु जिला
850. सचेरीपेट-576128
851. चिकमंगलूर

ओरियंटल बैंक ऑफ कामर्स

852. कर्मचारी प्रशिक्षण महाविद्यालय,
21, कम्युनिटी सेंटर, पहली मंजिल,
न्यू फ्रेंड्स कॉलोनी,
नई दिल्ली-110065
853. शाखा कार्यालय, नेहरू रोड,
गाम्दीवड, आनंद,
(जिला कैरा)-388001

827. Narayana I.E.-I
828. Naryana I.E.-II
829. New Rohtak Road
830. Safdarjang
831. Saket

RAJASTHAN STATE

832. Barmer, KUM
833. Jaisalmer
834. Jodhpur, Bhagat Ki Kothl
835. Jodhpur, City
836. Jodhpur Industrial Estate
837. Jodhpur Jalori Gate
838. Jodhpur Paota
839. Jodhpur Sardarpura
840. Jodhpur Service Branch
841. Jodhpur Sojati Gate
842. Jodhpur Sursagar
843. Merta City
844. Makrana

STATE BANK OF INDORE

845. Staff Training Centre,
Pipliyapala, Indore (M.P.)
846. Staff Training Centre,
Bhawarkuwa, Khandwa Road,
Indore (M.P.).

INDIAN OVERSEAS BANK

847. Staff Training Centre,
26 & 27 'B' Block,
Community Centre,
Janakpuri, New Delhi

CANARA BANK

848. Ammembal, Post Kurnad,
Taluk Bantwal, Dakshina Kannada
849. Ballamavathi, Taluk Madikeri,
Kodagu District
850. Sacheripet-576128
851. Chikmagalur

ORIENTAL BANK OF COMMERCE

852. Staff Training College,
21, Community Centre,
1st Floor, New Friends Colony,
New Delhi-110065.
853. Branch Office, Nehru Road,
Gamdiwad, Anand,
(Distt. Kaira)-388001

854. शाखा कार्यालय, आश्रम रोड,
नील कमल, होटल नटराज के सामने,
अहमदाबाद-380009

855. शाखा कार्यालय,
कान्ट्रेक्टर बिल्डिंग स्टेशन रोड,
नडियाद (जिला कैरा) 387001

856. शाखा कार्यालय, "आसा हाउस",
किंग्सवे, नागपुर-440001

857. शाखा कार्यालय, पटनी भवन,
गान्धी बाग, नागपुर-440002

सिन्डिकेट बैंक

858. प्रधानाचार्य,
कर्मचारी प्रशिक्षण महाविद्यालय,
बी 3-40, सेक्टर बी,
महानगर, लखनऊ-226006

859. प्रधानाचार्य,
कर्मचारी प्रशिक्षण महाविद्यालय,
1, ओल्ड राजिन्दर नगर मार्किट,
नई दिल्ली-110 060

कारपोरेशन बैंक

860. जीणज, ग्राम पंचायत बिल्डिंग,
मेन रोड, जीणज-388 620
खम्बा तालुका (खेड़ा जिला)

861. नडियाद, पहली मंजिल,
कान्ट्रेक्टर बिल्डिंग, स्टेशन रोड,
नडियाद-387 001 (खेड़ा जिला)

862. सुरत, 9/1777, केशव चैम्बर्स,
कान्पिथ बाजार, लालगेट,
सुरत-395 003 (सुरत जिला)

863. लोधी कॉम्प्लेक्स, ग्राउंड फ्लोर,
ब्लॉक 11, सी.जी.ओ., कॉम्प्लेक्स,
फेस-1, लोधी रोड,
नई दिल्ली-110 003

864. प्रांशुलिक कार्यालय,
16/10, मेन आर्य समाज रोड,
कारोल बाग, नई दिल्ली-110 005

विजया बैंक

865. अंशुल कार्यालय, पालिका भवन,
प्रथम तल, संसद मार्ग,
नई दिल्ली-110 001

न्यू बैंक ऑफ इण्डिया

हरियाणा राज्य

866. शाखा कार्यालय, जलबेरा,
जिला अम्बाला

867. शाखा कार्यालय, कुंजपुरा,
जिला करनाल

868. शाखा कार्यालय, पाड़ा,
गांव एवं डाकघर पाड़ा,
जिला करनाल

854. Branch Office, Ashram Road,
Neel Kamal,
Opposite Hotel Natraj, Ahmedabad

855. Branch Office,
Contractor Building, Station Road,
Nadiad, (Distt. Kaira)-387001

856. Branch Office, 'Assa House',
Kingsway, Nagpur-440001.

857. Branch Office, Patni Bhawan,
Gandhi Bagh, Nagpur-440002

SYNDICATE BANK

858. The Principal,
Staff Training College,
B 3-40, Sector B,
Mahanagar, Lucknow-226006

859. The Principal,
Staff Training College,
1, Old Rajinder Nagar Market,
New Delhi-110060

CORPORATION BANK

860. Jinaj, Gram Panchayat Building,
Main Road, Jinaj-388620
Cambay Taluk (Kaira District)

861. Nadiad, 1 Floor,
Contractor Bldg., Station Road,
Nadiad-387001 (Kaira District)

862. Surat, 9/1777, Keshav Chambers,
Kanpith Bazaar, Lalgate, Surat,
(Surat District) 395003.

863. Lodhi Complex, Ground Floor,
Block-11, G. G. O. Complex,
Phase-1, Lodhi Road.
New Delhi-110003.

864. Zonal Office,
16/10, Main Arya Samaj Road,
Karol Bagh, New Delhi-110005.

BIJAYA BANK

865. Zonal Office, Palika Bhavan, 1st Floor,
Parliament Street, New Delhi-110001.

NEW BANK OF INDIA

HARYANA STATE

866. B/O Jalbera,
Distt. Ambala.

867. B/O Kunjpura,
Distt. Karnal.

868. B/O Padha,
Villa. & P.O. Padha,
Distt. Karnal.

869. शाखा कार्यालय, मंडी,
जिला करनाल
870. शाखा कार्यालय, आसीदा,
जिला रोहतक
871. शाखा कार्यालय, मंडी आदमपुर,
जिला हिसार
872. शाखा कार्यालय, चौधरीवाली,
जिला हिसार
873. शाखा कार्यालय, मंडी अटली,
जिला महेन्द्रगढ़
874. शाखा कार्यालय, कुतुबपुर,
जिला महेन्द्रगढ़, रेवाड़ी
875. शाखा कार्यालय, मुंडाहेरा,
ब्लाक साहलवास,
जिला रोहतक
876. शाखा कार्यालय, मालपुरा,
जिला महेन्द्रगढ़
877. शाखा कार्यालय, पोपरन,
ब्लाक राजाउंद जिला जिंद
878. शाखा कार्यालय रामबास,
ब्लाक कनीना, जिला महेन्द्रगढ़
879. शाखा कार्यालय कमानीया,
ब्लाक नंगल चौधरी,
जिला महेन्द्रगढ़
880. शाखा कार्यालय, गताली,
ब्लाक जुलाना, जिला जिंद
881. शाखा कार्यालय, बुचावास,
ब्लाक कनीना, जिला महेन्द्रगढ़
882. शा. का. बोरिया कामालपुर,
ब्लाक जातुसाना,
जिला महेन्द्रगढ़
869. B/o Mandi,
Distt. Karnal.
870. B/o Asudha,
Distt. Rohtak.
871. B/O Mandi Adampur,
Distt. Hissar.
872. B/O Chaudharywali,
Distt. Hissar.
873. B/O Mandi Atali,
Distt. Mohindergarh.
874. B/O Qutabpur,
Distt. Mohindergarh, Rewari.
875. B/O Mundahera,
Block Sahlwasi,
Distt. Rohtak.
876. B/O Malpura,
Distt. Mohindergarh.
877. B/O Popran,
Block Rajaund, Distt. Jind.
878. B/O Rambas,
Block Kanina, Distt. Mohindergarh.
879. B/O Kamania,
Block Nangal Chaudhry,
Distt. Mohindergarh.
880. B/O Gatauli,
Block Julana, Distt. Jind.
881. B/O Buchawas,
Block Kanina, Distt. Mohindergarh.
882. B/O Boria Kamalpur,
Block Jatusana,
Distt. Mohindergarh.

हिमाचल प्रदेश,

883. शा. का. जोगिन्दरनगर,
मेन बाजार, जिला मंडी
884. शाखा कार्यालय, पराग,
डाकघर सोलन, बूरो,
जिला सोलन

राजस्थान राज्य

885. शा. का. , बुडी बावल,
तहसील कोटकसिम,
जिला अलवर
886. शाखा कार्यालय, इसरोदा,
तहसील तिजारा, जिला अलवर
887. शा. का. , बोरली,
तहसील बसेडी, जिला धौलपुर
888. शाखा कार्यालय, कालसाड़ा,
तहसील बयाना, जिला भरतपुर
889. शाखा कार्यालय, कुतेना,
तहसील निमराना, जिला अलवर

HIMACHAL PRADESH

883. B/O Joginder Nagar,
Main Bazar, Distt. Mandi.
884. B/O Parag,
P. O. Solan, Breurary,
Distt. Solan.

RAJASTHAN STATE

885. B/O Burhi Bawal,
Teh. Kotkasim,
Distt. Alwar.
886. B/O Isroda,
Teh. Tijara, Distt. Alwar.
887. B/O Borali,
Teh. Basedim Distt. Dholpur.
888. B/O Kalsara,
Teh. Bayana, Distt. Bharatpur.
889. B/O Kuteena,
Teh. Ninrana, Distt. Alwar.

890. शाखा कार्यालय, मंडौर,
तहसील फागो, जिला जयपुर
उत्तर प्रदेश

891. शाखा कार्यालय, अटोला,
इलाखर खारखीवा, जिला मेरठ

892. शाखा कार्यालय, अमरपुर,
जिला बुलन्दशहर

893. शाखा कार्यालय, दुधहरा,
ब्लॉक अरनीखुर्द,
जिला बुलन्दशहर

894. शाखा कार्यालय, दुधला,
जिला सहारनपुर

895. शाखा कार्यालय, बिजरोल,
जिला मेरठ

896. शाखा कार्यालय, तारापुर,
तहसील मवाना, जिला मेरठ

897. शाखा कार्यालय, कामना,
जिला बुलन्दशहर

898. शाखा कार्यालय, अयेला,
ब्लॉक खेरागढ़,
जिला अग्रा

890. B/O Mandore,
Teh. Phagi, Distt. Jaipur.

UTTAR PRADESH STATE

891. B/O Atola,
P. O. Kharkhauda, Distt. Meerut.

892. B/O Amarpur,
Distt. Bullendshahar.

892. B/O Dushera,
Block Arnea Khurd.
Distt. Bullendshahar.

894. B/O Dudhla,
Distt. Saharanpur.

895. B/O Bijrol,
Distt. Meerut.

896. B/O Tarapur,
Teh. Mawana, Distt. Meerut.

897. B/O Kasana,
Distt. Bullandshahar.

898. B/O Ayella,
Block Kheragarh, Distt. Agra.

CENTRAL BANK OF INDIA

Zone : Ahmedabad (Gujarat)

899. Dharangadhra,
Distt. Surendranagar.

900. Bedipara, Rajkot,
Distt. Rajkot.

901. Bhupendra Road, Rajkot,
Distt. Rajkot.

902. Main Branch, Bhavnagar,
Distt. Rajkot.

903. Botad,
Distt. Bhavnagar.

904. Gondal,
Distt. Rajkot.

905. Morvi,
Distt. Rajkot

906. Trapaj,
Distt. Bhavnagar.

907. Phij,
Distt. Khaira.

908. Bhuj,
Distt. Kutch.

909. Zonal Staff Training Centre,
27-A, Nizamuddin, New Delhi

910. Zonal Staff Training Centre,
Noida (Ghaziabad) U.P.

911. Zonal Staff Training Centre,
Ahmedabad (Gujrat).

सेन्ट्रल बैंक ऑफ इंडिया

ज़ोन : अहमदाबाद (गुजरात)

899. धारांगधरा,
जिला सुरेन्द्रनगर

900. बेडीपरा, राजकोट,
जिला राजकोट

901. भूपेन्द्र रोड, राजकोट,
जिला राजकोट

902. मुख्य शाखा, भावनगर,
जिला राजकोट

903. बोटद,
जिला भावनगर

904. गोंडल,
जिला राजकोट

905. मोरवी,
जिला राजकोट

906. त्रापज,
जिला भावनगर

907. फीज,
जिला खैरा

908. भुज,
जिला कच्छ

909. प्रांतीयक कर्मचारी प्रशिक्षण केंद्र,
27 ए, निजामुद्दीन,
नई दिल्ली

910. प्रांतीयक प्रशिक्षण महाविद्यालय,
नोइडा (गाज़ियाबाद) उ.प्र.

911. प्रांतीयक कर्मचारी प्रशिक्षण केंद्र,
अहमदाबाद (गुजरात)

912. प्रांश्लिक कर्मचारी प्रशिक्षण केन्द्र,
लखनऊ (उत्तर प्रदेश)
913. प्रांश्लिक कर्मचारी प्रशिक्षण केन्द्र,
पुणे (महाराष्ट्र)
914. प्रांश्लिक कर्मचारी प्रशिक्षण केन्द्र,
भोपाल (मध्य प्रदेश)
915. प्रांश्लिक कर्मचारी प्रशिक्षण केन्द्र,
पटना (बिहार)
916. क्षेत्रीय प्रांश्लिक बैंक कर्मचारी
प्रशिक्षण केन्द्र,
मुजफ्फरपुर (बिहार)
917. प्रांश्लिक कर्मचारी प्रशिक्षण केन्द्र,
चंडीगढ़

अंचल : बम्बई महानगर

918. उत्तर बम्बई क्षेत्रीय कार्यालय
919. दक्षिण बम्बई क्षेत्रीय कार्यालय
920. डिलीस रोड शाखा
921. जे. बी. नगर शाखा
922. खोदाद सर्कल शाखा
923. नाइगम शाखा
924. सीप्ज शाखा
925. सेवन बंगला शाखा
926. विलेपार्ले शाखा
927. वदाला शाखा

बैंक आफ इंडिया

उत्तर प्रदेश अंचल

928. अग्रणी जिला प्रबन्धक कार्यालय,
द्वारा फतेहगढ़ शाखा,
1/137, मोहल्ला तलैया लेन,
फतेहगढ़, जिला फर्रुखाबाद, उ.प्र.
पिन-209 601
929. नवगंज शाखा,
ग्राम ब डकबर नवगंज,
जिला मैनपुरी, उत्तर प्रदेश
930. पाहुम शाखा, मोहल्ला नगरखेल,
पाहुम, जिला मैनपुरी,
पिन-205 130
931. लालपुर शाखा, ग्राम लालपुर,
डकबर बाबूगढ़, जिला गाजियाबाद,
पिन-245 201
932. भूती शाखा, ग्राम ब डकबर भूती,
तहसील अहोर, बरास्ता गुडा बलोटा,
जिला जलोर, राजस्थान
पिन-307 030
933. रायपुरिया शाखा,
ग्राम रायपुरिया, डकबर सावना,
तालुका व जिला जलोर,
राजस्थान

912. Zonal Staff Training Centre,
Lucknow (U.P.)
913. Zonal Staff Training Centre,
Pune (Maharashtra).
914. Zonal Staff Training Centres,
Bhopal (M.P.).
915. Zonal Staff Training Centre,
Patna (Bihar).
916. Regional Rural Bank
Staff Training Centre,
Muzaffarpur (Bihar).
917. Zonal Staff Training Centre,
Chandigarh.

Zone : Bombay Metropolitan

918. North Bombay Regional Office.
919. South Bombay Regional Office.
920. Dclisle Road Branch.
921. J. B. Nagar Branch.
922. Khodadad Circle Branch.
923. Naigaum Branch.
924. Seepz Branch.
925. Seven Bungalows Branch.
926. Vile Parle Branch.
927. Wadala Branch.

BANK OF INDIA

UTTAR PRADESH ZONE

928. Lead District Manager's Office,
C/O Fatehgarh Branch,
1/137, Mohalla Talaiya Lane,
Fatehgarh, Distt. Farrukhabad,
Uttar Pradesh, Pin-209601.
929. Naviganj Branch,
At & Post Naviganj,
Distt. Mainpuri, Uttar Pradesh.
930. Parham Branch, Mohalla Nagar Khel
Parham, Distt. Mainpuri,
Pin-205130.
931. Lalpur Branch,
Village : Lalpur, P.O. Babugarh,
Distt. Ghaziabad, Pin-245205.
932. Bhooti Branch,
Village & Post Office Bhooti,
Tahsil Ahore, Via Guda Balotan,
Distt. Jalore, Rajasthan-307030.
933. Raipuria Branch,
Village Raipuria, P.O. Sawna,
Tal. & Distt. Jalore,
Rajasthan.

मध्य प्रदेश अंचल

MADHYA PRADESH ZONE

934. हाटपिपल्या शाखा,
55/4, नेवरी बागली मार्ग,
हाटपिपल्या, जिला देवास,
पिन-455 223
935. अगर् मालवा शाखा,
महेश्वरी धर्मशाला,
अगर् मालवा, बरास्ता उज्जैन,
जिला शाजापुर
936. बुरहानपुर शाखा,
जनवारा मार्ग, पोस्ट बॉक्स नं. 30,
बुरहानपुर, जिला पूर्व निमाड़,
पिन-450 331
937. खरगोन शाखा, बिड़ला मार्ग,
खरगोन, जिला पश्चिम निमाड़,
पिन 451 001
938. कृषि उपज मंडी शाखा
कृषि उपज मंडी, नरसिंहगढ़ रोड,
मंडी, जिला सीहोर,
पिन-466 002
939. खाचरौद शाखा,
जवाहर मार्ग, खाचरौद,
जिला उज्जैन, पिन-456 224
940. शुजालपुर शाखा, 8, लोहिया मार्ग,
शुजालपुर मंडी, जिला शाजापुर,
पिन 465 333
941. बड़वाह शाखा, 109, नर्मदा रोड,
ग्राम ब डाकघर बड़वाह,
जिला पश्चिम निमाड़
942. सनावद शाखा, लक्ष्मीनिवास,
सनावद, जिला पश्चिम निमाड़,
पिन-451 111
943. बिलासपुर शाखा, दयालबंद,
बिलासपुर
944. डोडी शाखा, ग्राम डोडी,
तहसील प्रगटा, जिला सीहोर,
पिन-466 116
945. महतगांव शाखा,
ग्राम ब डाकघर महतगांव,
ब्लाक सेंधवा, जिला पश्चिम निमाड़,
पिन-451 224
946. दामिया खेड़ा,
ग्राम ब डाकघर दामिया खेड़ा,
ब्लाक खकनार, जिला पूर्व निमाड़,
पिन-450 231
947. पथरिया शाखा, ग्राम पथरिया,
डाकघर मेडसारा, जिला दुर्ग,
पिन-490 036
948. फूलबाग शाखा, "राम निकेतन"
फूलबाग चौराहा, लश्कर,
ग्वालियर, पिन-474 002
934. Hatpiplaya Branch,
55/4, Nevri Bagli Marg,
Hatpiplaya, Dist. Dewas,
Pin-455223.
935. Agar Malwa Branch,
Maheshwari Dharmashala,
Agar Malwa, Via Ujjain,
Distt. Shajapur.
936. Burhanpur Branch,
Sanwara Road, Post Box No. 30,
Burhanpur, Dist. East Nimar,
Pin-450331.
937. Khargone Branch, Birla Marg,
Khargone, Dist. West Nimar,
Pin-451001.
938. Krishi Upaj Mandi Branch,
Krishi Upaj Mandi, Narsinghagarh
Road Mandi, Dist. Sehore,
Pin-451001.
939. Khachraud Branch,
Jawahar Marg, Khachraud,
Distt. Ujjain, Pin-456224.
940. Shujalpur, 8, Lohiya Marg,
Shujalpur Mandi, Dist. Shajapur,
Pin-465333.
941. Burwaha Branch,
109, Narmada Road, At & Post
Barwaha, Dist. West Nimar.
942. Sanawad Branch, Laxmi Niwas,
Sanawad, Dist. West Nimar,
Pin-451 111.
943. Bilaspur Branch, Dayalband,
Bilaspur.
944. Dodi Branch
Village Dodi, Tehsil, Ashta,
Dist. Sihore, Pin-466 116.
945. Mahetgaon Branch,
Village & Post Mahetgaon,
Block Sendhwa, Dist. West Nimar,
Pin-451 224.
946. Dabhiya Kheda Branch,
Village & Post Dabhiya Kheda,
Block Khaknar, Dist. East Nimar,
Pin-450 221.
947. Patharia Branch, Vill. Patharia
Post Medsara, Dist. Durg,
Pin-490 036.
948. Phool Bag Branch, 'Ram Niket',
Phool Bag Chowraha, Lashkar,
Gwalior, Pin-474 002.

बिहार में बल	BIHAR ZONE
949. चास शाखा, रामगढ़ रोड, डाकघर चास, जिला धनबाद	949. Chas Branch, Ramgarh Road. Post Office Chas, Distt. Dhanbad.
950. कान्द्रा शाखा, धनबाद सिंद्री रोड, डाकघर मोतीनगर, जिला धनबाद	950. Kandra Branch, Dhanbad Sindri Rd. P. O. MotiNagar, Dist. Dhanbad.
951. कान्द्रा इंडस्ट्रियल इस्टेट शाखा, डाकघर कस्तूरबा गांधी आश्रम, बरास्ता गोबिन्दपुर, जिला धनबाद पिन-828 109	951. Kandra Industrial—Estate P. O. Kasturba Gandhi Ashram Via Gobindpur, Dist. Dhanbad, Pin-828 109.
952. केसरगढ़ शाखा, ग्राम केसरगढ़, डाकघर नुडखुरकी, जिला धनबाद	952. Kessurgarh Branch, At Kessurgarh, Post Office Nudkh urkee Dist. Dhanbad.
953. लायकडीह शाखा, ग्राम लायकडीह, डाकघर दुमार्कुंडा, बरास्ता चिरकुंडा, जिला धनबाद	953. Laikdih Branch, At Laikdih, Post Office, Dumarkunda, Via Chirkunda. Dist. Dhanbad.
954. लोदना शाखा, ग्राम व डाकघर लोदना, जिला धनबाद	954. Lodna Branch, Village & Post Lodna. Dist. Dhanbad.
955. मृगमा शाखा, जी. टी. रोड, ग्राम व डाकघर मृगमा, जिला धनबाद	955. Mugma Branch, G. T. Road. At & P. O. Mugma, Dist. Dhanbad.
956. पंचेत शाखा, पंचेत जिला धनबाद, पिन-828 206	956. Panchet Branch, Panchet, Dist. Dhanbad, Pin-828206
957. पिंदुराजोरा शाखा, ग्राम व डाकघर पिंदुराजोरा, जिला धनबाद, पिन 827 013	957. Pindra Jora Branch At & Post Pindrajora Dist. Dhanbad, Pin-827 013.
958. तेलमोचो शाखा, डाकघर रामनगरगढ़, जिला धनबाद	958. Telmocho Branch, P. O. Ramnagar Garh. Dist. Dhanbad.
959. तिसरा शाखा, डाकघर जिनगोरा, जिला धनबाद	959. Tisra Branch Post Office Jinagora, Dist. Dhanbad.
960. तोपचान्ची शाखा, ब्लॉक कम्पस, जी. टी. रोड, ग्राम व डाकघर तोपचान्ची, जिला धनबाद	960. Topchanchi Branch, Block Campus, G. T. Road, At & Post Topchanchi, Dist. Dhanbad.
961. डोमचान्च शाखा ग्राम व डाकघर डोमचान्च बाजार जिला हजारीबाग	961. Domchanch Branch, At & Post Domchanch Bazar. Dist. Hazaribagh,
962. गिडि शाखा ग्राम व डाकघर गिडि, जिला हजारीबाग पिन-821 108	962. Gidi Branch, At & Post Gidi, Dist. Hazaribagh, Pin-829 108.
963. जोरी शाखा, चतरा गया रोड, ग्राम व डाकघर जोरी जिला हजारीबाग	963. Jori Branch, Chatra Gaya Road. At & Post Jori, Dist. Hazaribagh.
964. मोगनपुर शाखा, ग्राम व डाकघर मोगनपुर, जिला हजारीबाग	964. Moganpur Branch, At & Post Moganpur. Dist. Hazaribagh.
965. नवलसाही शाखा, ग्राम व डाकघर नवलसाही, जिला हजारीबाग	965. Nawalsahi Branch, At & Post Nawalsahl, Dist. Hazaribagh,

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| 966. प्रतापपुर शाखा,
डाकघर प्रतापपुर,
जिला हजारीबाग | 966. Pratappur Branch,
Post Office Pratappur,
Dist. Hazaribagh. |
| 967. राजरप्पा प्रोजेक्ट शाखा,
रामगढ़ प्रोजेक्ट,
डाकघर परियोजना, रामगढ़,
जिला हजारीबाग | 967. Rajrappa Project Branch,
Ramgarh Project,
Post Office Pariyojna, Ramgarh,
Dist. Hazaribagh. |
| 968. बिशुनपुर शाखा,
ग्राम व डाकघर बिशुनपुर,
जिला गुमला | 968. Bishunpur Branch,
At & Post Bishunpur,
Dist. Gumla. |
| 969. घाघरा शाखा,
ग्राम व डाकघर घाघरा,
जिला गुमला | 969. Ghaghra Branch,
At & Post Ghaghra,
Dist. Gumla. |
| 970. बहादुरपुर शाखा,
ग्राम व डाकघर बहादुरपुर,
जिला गया | 970. Bahadurpur Branch,
At & Post Bahadurpur,
Dist. Gaya. |
| 971. किस्को शाखा,
ग्राम व डाकघर किस्को,
जिला लोहरागढ़ | 971. Kisko Branch,
At & Post Kisko
Dist. Lohardaga. |
| 972. लच्छरागढ़ शाखा,
ग्राम व डाकघर लच्छरागढ़,
जिला गुमला | 972. Lachragarh Branch,
At & Post Lachragarh
Dist. Gumla. |
| 973. सिकिदरी शाखा,
ग्राम व डाकघर सिकिदरी,
जिला राँची | 973. Sikidiri
At & Post Sikidiri,
Dist. Ranchi. |
| 974. बंकट्टा चौक शाखा,
ग्राम व डाकघर बंकट्टा चौक,
जिला मधुबनी | 974. Bankatta Chowk Branch,
At & Post. Bankatta Chowk
Dist. Madhubani. |
| 975. भरवारी शाखा,
ग्राम व डाकघर भरवारी,
जिला मुजफ्फरपुर | 975. Bharwari Branch,
At & Post Bharwari
Dist. Muzaffarpur. |
| 976. बिनोदपुर शाखा,
ग्राम बिनोदपुर, डाकघर दिघरी,
जिला कटिहार | 976. Binodpur Branch,
At Binodpur, Post Dighri
Dist. Katihar. |
| 977. गेथौरा शाखा,
गेथौरा चांदपुर तोला,
डाकघर चांदपुर, बरास्ता दुर्गागंज,
जिला कटिहार | 977. Gethaura Branch,
Gethaura Chandapur Tola,
Post Office Chandpur, Via
Durgaganj, Distt. Katihar. |
| 978. कामदेवपुर शाखा,
ग्राम व डाकघर कामदेवपुर,
बरास्ता अमरपुर,
जिला भागलपुर | 978. Kamdeopur Branch
At & Post Kamdeopur,
Via Amarpur,
Dist. Bhagalpur. |

गुजरात क्षेत्र

GUJARAT ZONE

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| 979. वेलावदर शाखा,
ग्राम व डाकघर वेलावदर (भाल),
बरास्ता रतनपुर (गायकवाडी),
तालुका एवं जिला भावनगर,
पिन-364313 | 979. Velavadar Branch,
At & Post Velavadar (Bhal),
Via Ratanpur (Gayakwadi)
Tal. & Dist. Bhavnagar,
Pin-364 313. |
| 980. भट सिमरोली शाखा,
ग्राम व डाकघर भट सिमरोली,
तालुका केशीव, जिला जुनागढ़ | 980. Bhat Simroli Branch,
At & Post Bhat Simroli,
Taluka Kishod. Dist. Junagadh. |

981. वडाल (सौराष्ट्र) शाखा,
टावर चौक, वडाल,
जिला जुनागढ़
982. सोरथिया वाडी शाखा,
दरबार गोपालदास रोड,
सोरथिया वाडी चौक के पास,
राजकोट, पिन 360002
983. बेडीपरा शाखा,
गुरुकृपा चेम्बरस, कुवादवा रोड,
बेडीपरा, राजकोट,
पिन-360003
984. मार्केट यार्ड शाखा,
सरदार मार्केट यार्ड,
बस स्टेशन के सामने, गोंडल,
जिला राजकोट, पिन 360311
985. सरदार शाखा, बाजार, सरदार,
जिला राजकोट, पिन 360025
986. पडधरी शाखा,
पडधरी दरवाजे के सामने,
राजकोट जामनगर, मेन रोड,
तालुका पडधरी, जिला राजकोट
987. क्षेत्रीय कार्यालय, राजकोट,
पोस्ट बॉक्स नं. 10, परा बाजार,
एम. जी. रोड, राजकोट,
पिन 360001
988. क्षेत्रीय कार्यालय, सुरत,
रवि चेम्बरस, पहली मंजिल,
लागेट, पो. बॉ. नं. 226,
कान्पिठ, सुरत, पिन 395003
989. विजलपुर शाखा,
ग्राम व डाकघर विजलपुर,
बरास्ता नवसारी, जिला वलसाड,
पिन 396445
990. सयाजी रोड (नवसारी) शाखा,
गिरिराज सिनेमा के सामने,
सयाजी रोड, नवसारी,
जिला वलसाड, पिन 396445
991. उकरडीना मुवाडा शाखा,
ग्राम उकरडीना मुवाडा,
डाकघर अंतरसुम्बा, तालुका कापडवंज,
जिला खेडा, पिन 387610
992. केवडिया शाखा, ग्राम केवडिया,
डाकघर अंतरसुम्बा, तालुका कापडवंज,
जिला खेडा, पिन 387610
993. कठलाल शाखा,
1802/3, बाजार कठलाल,
पोस्ट बॉक्स नं. 25,
तालुका कापडवंज, जिला खेडा
994. मोटा कराला शाखा,
रणछोडजी मंदिर, पहली मंजिल,
ग्राम व डाकघर कराला,
जिला वडोदरा, पिन-391111
981. Vadal (Saurashtra) Branch,
Tower Chowk, Vadal
Dist. Junagarh.
982. Sorathia Wadi Branch,
Darbar Gopaladas Road,
Near Sorathia Wadi Chowk,
Rajkot, Pin-360 002.
983. Bedipara Branch,
Gurukrupa Chambers, Kuradava Road,
Bedipara, Rajkot, Pin-360 003.
984. Market Yard Branch,
Sardar Market Yard,
Opp. Bus Station,
Gondal, Dist. Rajkot, Pin 360 311.
985. Sardhar Branch, Bazar Sardhar,
Dist. Rajkot, Pin-360 025.
986. Paddhari Branch,
Opp. Paddhari Darwaja,
Rajkot—Jamnagar, Main Road,
Taluka Paddhari, Dist. Rajkot.
987. Regional Office, Rajkot,
Post Box No. 10., Para Bazar,
M. G. Road, Rajkot, Pin-360 001
988. Regional Office, Surat,
Ravi Chambers, 1st Floor,
Lalgate, Post Box No. 226
Kanpith, Surat, Pin-395003.
989. Vijalpor Branch,
At & Post Vijalpor,
Via Navsari, Dist—Valsad,
Pin-396 445.
990. Sayaji Road (Navsari) Branch.
Opp. Giriraj Cinema
Sayaji Road, Navsari,
Dist. Valsad, Pin-396 445.
991. Ukardina Muvada Branch,
At Ukardina Muvada,
Post Antarsumba, Taluka Kapadvanj,
Dist. Kheda, Pin-387 610.
992. Kevdia Branch, At Kevadia
Post Antarsumba, Taluka Kapadvanj
Dist. Kheda, Pin-387 610
993. Kathalal Branch,
1802/3, Bazar Kathlal,
Post Box No. 25,
Taluka Kapadvanj, Dist. Kheda.
994. Mota Karala Branch,
Ranchhodji Mandir, 1st Floor.
At & Post Mota Karala,
Dist. Vadodara, Pin-391 111.

पुणे प्रंचल

PUNE ZONE

995. रंजणी शाखा,
ग्राम व डाकघर रंजणी,
तालुका कावठे महाकाल,
जिला सांगली, महाराष्ट्र,
पिन 416411
996. येलावी शाखा, ग्राम येलावी,
तालुका तासगाव, जिला सांगली,
महाराष्ट्र
997. माडग्याल शाखा,
ग्राम व डाकघर माडग्याल
तालुका जठ, जिला सांगली,
महाराष्ट्र
998. मंगलवेढा शाखा,
बाजार पेट, मंगलवेढा,
जिला सोलापूर, महाराष्ट्र,
पिन 413305
999. कर्माला शाखा,
ग्राम व डाकघर कर्माला,
जिला सोलापूर, महाराष्ट्र,
1000. पंढरपुर शाखा,
2306 ए, प्रदक्षिणा रोड,
पो. बॉ. नं. 47, पंढरपुर,
जिला सोलापूर, महाराष्ट्र,
पिन 413804
1001. कुर्दुवाडी शाखा,
मकान नं. 8, माडा रोड,
पो. बॉ. नं. 17, कुर्दुवाडी,
तालुका माडा, जिला सोलापूर,
महाराष्ट्र, पिन 413208
1002. मोहोल शाखा, गावडे चाल,
मैन रोड, मोहोल,
जिला सोलापूर, महाराष्ट्र
1003. कुरुल शाखा,
ग्राम व डाकघर कुरुल,
तालुका मोहोल,
जिला सोलापूर, महाराष्ट्र
1004. मानेगाव शाखा,
ग्राम व डाकघर मानेगाव,
तालुका माडा, जिला सोलापूर,
महाराष्ट्र
1005. भंडारकावठे शाखा,
ग्राम पंचायत भवन,
ग्राम व डाकघर भंडारकावठे,
तालुका दक्षिण सोलापूर,
जिला सोलापूर, महाराष्ट्र
- बम्बई महानगरीय प्रंचल
1006. अंबारनाथ शाखा, नवरे का बंगला,
शिव मंदिर रोड, अंबारनाथ,
जिला ठाणे, पिन 421501
1007. अछ्हाड शाखा, ग्राम अछ्हाड,
डाकघर उप्लट, तालुका तलासरी,
जिला ठाणे, महाराष्ट्र,
पिन 401606

995. Ranjani Branch,
At & Post Ranjani,
Taluka Kawathe Mahankal,
Dist. Sangli, Maharashtra,
Pin-416 411.
996. Yelavi Branch,
At Yelavi, Taluka Tasgaon,
Dist. Sangli, Maharashtra.
997. Madgyal Branch,
At & Post Madgyal,
Taluka Jath, Dist. Sangli,
Maharashtra.
998. Mangalwedha Branch,
Bazar Peth, Mangalwedha,
Dist. Solapur, Maharashtra,
Pin-413 305.
999. Karmala Branch,
At & Post Karmala,
Dist. Solapur, Maharashtra,
1000. Pandharpur Branch,
2306-A, Pradakshina Road,
P. B. No. 47, Pandharpur,
Dist. Solapur, Maharashtra,
Pin-413 304.
1001. Kurduwadi Branch,
House No. 8, Madha Road,
P. B. No. 17, Kurduwadi, Taluka-Madha,
Dist. Solapur, Maharashtra,
Pin-413 208.
1002. Mohol Branch, Gawade Chawl,
Main Road, Mohol,
Dist. Solapur, Maharashtra.
1003. Kurul Branch,
At & Post Kurul,
Taluka Mohol, Dist. Solapur
Maharashtra.
1004. Manegaon Branch,
At & Post Manegaon,
Taluka Madh, Dist. Solapur,
Maharashtra.
1005. Bhandar Kawathe Branch,
Gram Panchayat Bhavan,
At & Post Bhandar Kawathe,
Taluka South Solapur,
Dist. Solapur, Maharashtra,

BOMBAY METROPOLITAN ZONE

1006. Ambarnath Branch,
Navare's Bungalow, Shiv Mandir Rd.
Ambarnath, Dist. Thane, Pin-421501
1007. Achhad Branch, At Achhad,
Post Upplatt, Taluka Talsari,
Dist. Thane, Maharashtra,
Pin-401606.

1008. चेंबुर शाखा, चेंबुर नाका के पास, पोस्ट बॉक्स नं. 7207, पिन 400071	1008. Chembur Branch, Near Chembur Naka, P. B. No. 7207, Pin-400071.
1009. बेलपुर शाखा, झाकबर कोकण भवन, जिना ठाणे, महाराष्ट्र, पिन 400081	1009. Belapur Branch, Post Kokan Bhavan, Dist. Thane, Maharashtra, Pin-400 614.
1010. महेश्वरी उद्यान शाखा, 452-453, भाऊ दाजी रोड, पारसनाथ जैन मंदिर के पीछे, पोस्ट बॉक्स नं. 6628, मुलुंड (पश्चिम) बम्बई पिन 400019	1010. Maheshwari Udyan Branch, 452-453, Bhau Daji Road, Behind Parasnath Temple, P. B. No. 6628, Mulund (West), Bombay, Pin-400 090.
1011. मुलुंड (पश्चिम) शाखा, 1112, लाला देवी दयाल रोड, मुलुंड (पश्चिम) बम्बई पिन 400080	1011. Mulund (West) Branch, 1112, Lala Devi Dayal Road, Mulund (West), Bombay, Pin 400 080.
1012. सातपाटी शाखा, ग्राम व डाकघर सातपाटी, तालुका पालघर, जिना ठाणे, महाराष्ट्र	1012. Satpati Branch, At & Post Satpai, Taluka Palghar, Dist. Thane, Maharashtra.
1013. गोरेगांव (पूर्व) शाखा, अजय अपार्टमेंट्स, 7, ईश्वरभाई पटेल रोड, गोरेगांव (पूर्व), 400063	1013. Goregaon (East) Branch, Ajay Apartments, 7. Ishwarbhai Patel Road, Goregaon (East), 400 063.
1014. बोईसर शाखा, राजन अपार्टमेंट, बोईसर पालघर रोड, जिना ठाणे	1014. Boisar, Branch, Rajan Apartment, Boisar Palghar Road, Boisar, Dist. Thane.
1015. दहिसर शाखा, सुयोग अपार्टमेंट्स, मंडपेश्वर रोड, नवगांव, दहिसर (पश्चिम), 400068	1015. Dahisar Branch, Suyog Apartments, Mandepeshwar Road, Navgaon, Dahisar (west), 400 068.
नागपुर अंचल	
NAGPUR ZONE	
1016. ठाणेगांव शाखा, ग्राम व डाकघर ठाणेगांव, तालुका करंजा, जिना वर्धा, महाराष्ट्र	1016. Thanegaon Branch, At & Post Thanegaon, Taluka Karanja, Dist. Vardha, Maharashtra.
1017. कोंडा कोनरा शाखा, मेन रोड, ग्राम व डाकघर कोंडा कोनरा, जिना भंडारा, महाराष्ट्र	1017. Konda Kosra Branch, Main Road, At & Post Konda Kosara, Dist. Bhandara, Maharashtra.
1018. भारसिंगी शाखा, ग्रामी व डाकघर भारसिंगी, (बरास्ता पारसिंगा डाकघर), तालुका नारखड, जिना नागपुर, महाराष्ट्र, पिन 441305	1018. Bharsinghi Branch, At & Post Bharsinghi, (Via Parad Singa Post Office) Taluka Narkhod, Dist. Nagpur, Maharashtra, Pin 441 305.
1019. मोरंगणा शाखा, मोरंगणा, डाकघर खारंगणा, तालुका अरवी, जिना वर्धा, महाराष्ट्र पिन 442001	1019. Morangana Branch, Morangana, Post Kharangana, Taluka Arvi Dist. Vardha, Maharashtra Pin-442 001.
1020. मोहाडी शाखा, एन. टी. स्टैंड के पास, तिलक वार्ड, मोहाडी, जिना भंडारा, महाराष्ट्र, पिन 441909	1020. Mohadi Branch, Near S. T. Stand Tilak Ward, Mohadi, Dist. Bhandara, Maharashtra. Pin-441909.

1021. डोंगरी बुद्रुक शाखा,
ग्राम ब डाकघर डोंगरी बुद्रुक,
तहसील तुमसर, जिला भंडारा,
महाराष्ट्र

उत्तर पश्चिमी अंचल

1022. गोल्डन टेम्पल रोड शाखा,
गोल्डन टेम्पल रोड, अमृतसर,
पंजाब, पिन 143001

1023. विजयनगर शाखा, कश्मीर रोड,
विजयनगर, डाकघर खान्न नगर,
जिला अमृतसर, पंजाब,
पिन 143004

1024. सरना केनाल शाखा,
जी.टी. रोड, सरना केनाल,
जिला गुरुदासपुर, पंजाब,
पिन 145025

बम्बई महानगरीय अंचल

1025. नाचिनोला शाखा, नाचिनोला,
डाकघर अलदोना, गोवा,
पिन 403508

1026. सानवर्डे शाखा, सानवर्डे,
गोवा, पिन 403727

1027. मीरामार शाखा,
यूथ होस्टल के पास, मीरामार,
पणजी, गोवा

दक्षिणी अंचल

1028. विलिंग्डन आइलैंड शाखा,
एरोड्राम (मेन) रोड, पो. बॉ. नं. 40,
विलिंग्डन आइलैंड, कोचीन,
केरल, पिन 682003

1029. एन कुलम शाखा,
सू. कन्नकरैरी इस्टेट,
शानमुगम रोड, एनकुलम, कोचीन,
केरल, पिन 682031

यूनियन बैंक ऑफ इंडिया

1030. शे. का. बरेली,
राजभाषा कक्ष,
148, सिविल लाइन्स, बरेली,
उत्तर प्रदेश 243001

1031. गांधीनगर जम्मू शाखा,
24/सी/सी, गांधीनगर,
जम्मू 180004

1032. शे. का. कर्नाल,
कोठी नं. 1156, अखन स्टेट,
सेक्टर 12, कर्नाल

1033. स्टा. प्र. केन्द्र, गुडगांव,
कोठी नं. 6ए, सेक्टर-14,
महारावली रोड, गुडगांव,
122001 (हरियाणा)

1021. Dongri Budruk Branch,
At & Post Dongri Budruk,
Tehsil Tumsar, Dist. Bhandara,
Maharashtra.

NORTH WESTERN ZONE

1022. Golden Temple Road Branch,
Golden Temple Road, Amritsar,
Panjab, Pin-143 001.

1023. Vijaynagar Branch, Kashmir Road,
Vijaynagar, Post Office Khann
Nagar, Dist. Amritsar, Panjab,
Pin-143 004.

1024. Sarna Canal Branch,
G.T. Road, Sarna Canal,
Dist. Gurudaspur, Panjab,
Pin-140 025.

BOMBAY METROPOLITAN ZONE

1025. Nachinola Branch,
Nachinola, Post Aldona, Goa,
Pin-103 508.

1026. Sanvordem Branch, Sanvordem,
Goa, Pin 403 727.

1027. Miramar Branch,
Near Youth Hostel, Miramar,
Panaji, Goa

SOUTHERN ZONE

1028. Willingdon Island Branch,
Aerodrome (Main) Road, P. B. No. 40,
Willingdon Island, Cochine,
Kerala, Pin-682 003..

1029. Ernakulam Branch
At Kannankeri Estate,
Shanmugham Road, Ernakulam, Cochin.
Pin-682 031 Kerala.

UNION BANK OF INDIA

1030. R. O., Bareilly,
Official Language Cell,
148, Civil Lines, Bareilly,
Uttar Pradesh-243 001.

1031. Gandhinagar Jammu Branch,
24/C/C, Gandhinagar,
Jammu-180 004.

1032. R. O., Karnal,
House No. 1156, Akhan State,
Sector-13, Karnal.

1033. Staff Training Centre, Gurgaon,
House No. 6A, Sector-14,
Maharauli Road, Gurgaon,
122 001 (Haryana).

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| 1034. स्टा. प्र. केन्द्र, भोपाल,
34-35, ईदगाह हिक्स,
भोपाल-462001 | 1034. Staff Training Centre, Bhopal,
3435, Idgah Hicks,
Bhopal-402 001. |
| 1035. चपुआदीह शाखा,
पो. चपुआदीह-815312,
जिला गिरीडीह | 1035. Chapuadih Branch,
Post Chapuadih-815 312,
Dist. Giridih. |
| 1036. धनबाद शाखा, बैंक मोड़,
जिला धनबाद | 1036. Dhanbad Branch, Bank Turn,
Dist. Dhanbad. |
| 1037. को. का. बैंगलोर, 11, पहला क्रॉस,
तीसरा मेन रोड, गान्धीनगर,
बैंगलोर-560009 | 1037. R. O. Bangalore,
11, 1st Cross, Third Main Road,
Gandhinagar, Bangalore-560 009. |
| 1038. हंपपट्टा शाखा,
44/1/128 दीनार मंशन,
पहली मंजिल, बलमपट्टा मार्ग,
मंगलूर 576001 | 1038. Hampankatta Branch,
44/1/128 Dinar Mansion,
1st Floor, Balampatta Road,
Mangalore-575 001. |
| 1039. सातवे शाखा,
ता. पन्हाला,
जिला कोल्हापुर | 1039. Satwe Branch,
Taluka-Panhala,
Dist., Kolhapur. |
| 1040. धामोड शाखा,
162/1A/बी, धामोड,
ता. रातनागिरी,
जिला कोल्हापुर | 1040. Dhamod Branch,
162/1A/B, Dhamod,
Taluka-Ratnagiri,
Dist. Kolhapur. |
| 1041. चिखलठान शाखा,
घर नं. 150, गांव चिखलठान,
तालुका कर्माला,
जिला सोलापुर-413202 | 1041. Chikhalthan Branch,
Room No. 150, Village—Chikhalthan,
Taluka—Karmala,
Dist. Solapur-413 202. |
| 1042. मालेवाडा शाखा, ब्लॉक भिवापुर,
तहसील भिवापुर,
जिला नागपुर-441201 | 1042. Malewada Branch, Bhiwapur Block,
Tehsil—Bhiwapur,
Dist. Nagpur-441 201. |
| 1043. शीर शाखा, जिला पंचमहाल,
ब्लॉक संतरामपुर, गुजरात | 1043. Shir Branch, Dist. Panchmahal,
Block—Santrampur, Gujarat. |
| 1044. बैदिया शाखा,
जिला बड़ोदरा,
तहसील छोटा उदयपुर, गुजरात | 1044. Baidiya Branch,
Dist. Baroda,
Tehsil—Chota Udaypur, Gujarat. |
| 1045. बारगांव पिंप्री शाखा,
ग्राम पंचायत बिल्डिंग,
तालुका सिनोर, जिला नासिक | 1045. Baragaon Pimpri Branch,
Grampanchayat Building,
Taluka—Sinor, Dist. Nasik. |
| 1046. जंजलीय केला परीक्षा कार्यालय,
प्लॉट नं. 6, सेक्टर-4,
पंजाबी बाग, नई दिल्ली-110026 | 1046. Zonal Audit Office,
Plot No. 6, Sector—4,
Panjabi Bagh, New Delhi-110 026. |
| 1047. स्टाफ प्रशिक्षण केन्द्र, आल्वे,
यूनिवर्स बैंक भवन,
14/344, हॉस्पिटल मार्ग,
आल्वे-683101 | 1047. Staff Training Centre,
Alwaye, Union Bank Bhavan,
14/344, Hospital Road,
Alwaye-683 101. |
| 1048. मुठा शाखा, तालुका मुल्शी,
जिला पुणे, महाराष्ट्र | 1048. Mutha Branch, Taluka-Mulshi,
Dist. Pune, Maharashtra. |
| 1049. वरुदे शाखा, तालुका खेद,
जिला पुणे, महाराष्ट्र-410505 | 1049. Warude Branch, Taluka Khed,
Dist. Pune, Maharashtra-410 505. |

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| 1050. उत्तरखोल शाखा,
त्रिमूर्ति भवन, उत्तरखोल,
तहसील माणसांव, जिला रायगढ़ | 1050. Uttarkhol Branch,
Trimurthi Bhavan, Uttarkhol,
Tehsil—Mangoan, Dist. Raigad. |
| 1051. पुरानी बाजार शाखा,
पोस्ट बदलापुर,
जिला जौनपुर, उत्तर प्रदेश | 1051. Purani Bazar Branch,
Post Badlapur,
Dist. Jaunpur, Uttar Pradesh. |
| 1052. झालमगंज शाखा,
ग्राम-डाक झालमगंज,
ब्लाक बरसठी, तहसील मरियाह,
जिला जौनपुर, उत्तर प्रदेश | 1052. Zalamganj Branch,
At & Post, Zalamganj,
Block—Barsathi, Tahsil—Marialhu,
Dist. Jaunpur, Uttar Pradesh. |
| 1053. कुसार्ना शाखा, ग्राम कुसार्ना,
जिला जौनपुर, उत्तर प्रदेश | 1053. Kusarna Branch, Gram—Kusarna,
Dist. Jaunpur, Uttar Pradesh. |
| 1054. तलगजरादा शाखा,
श्री रामजी मंदिर के सामने,
तहसील मेहुआ, जिला भावनगर,
गुजरात-364293 | 1054. Talgajrada Branch, Opp.
Shri Ramji Mandir,
Tahsil—Mehua, Dist. Bhavnagar,
Gujarat-364 293. |
| 1055. चोपना शाखा, ग्राम चोपना,
तहसील शाहपुर, जिला विदिशा | 1055. Chopna Branch,
Gram—Chopna
Tehsil—Shahpur, Dist. Vidisha. |
| 1056. किलादा शाखा,
ग्राम एवं पोस्ट किलादा,
तहसील एवं जिला शान्जपुर,
मध्य प्रदेश | 1056. Kilauda Branch,
Gam & Post—Kilauda,
Tahsil & Dist. Shanjapur,
Madhya Pradesh. |
| 1057. कर्सरा शाखा, ब्लॉक सोहवाल,
जिला सतना, मध्य प्रदेश | 1057. Karsara Branch, Block—Sohwal,
Dist. Satna, Madhya Pradesh. |
| 1058. धामपुर शाखा, पंचायत भवन,
ग्राम एवं पोस्ट धामपुर,
ब्लाक एवं तहसील पंदरिया,
जिला बिलासपुर, मध्य प्रदेश | 1058. Damapur Branch, Panchayat Bhavan,
At & Post, Dhamapur,
Block & Tehsil—Pandariya,
Dist. Bilaspur, Madhya Pradesh. |
| 1059. कटारिया नसिरपुर शाखा,
ग्राम मुबारकपुर, जिला गाजीपुर,
उत्तर प्रदेश-233301 | 1059. Katariya Nasirpur Branch,
Gram—Mubarakpur, Dist. Gazipur,
Uttar Pradesh-233301. |
| 1060. जमखेरा शाखा,
ग्राम-डाक जमखेरा, ब्लॉक जगोह,
रामपुर संगथेडा मार्ग,
जिला सहारनपुर,
उत्तर प्रदेश-247451 | 1060. Jankhera Branch,
Gram & Post. Jhankhera,
Block—Gagoh, Rampur Sang Theda
Marg, Dist. Saharanpur,
Uttar Pradesh-247 451. |
| 1061. मुजफरा बागदपुर शाखा,
पोस्ट मुजफरा बागदपुर,
ब्लाक सिम्मावली,
जिला गाजियाबाद (उत्तर प्रदेश) | 1061. Mujphara Bagadpur Branch,
Post, Mujphara Bagadpur,
Block—Simmawali,
Dist. Gaziabad, Uttar Pradesh. |
| 1062. बल्हाने शाखा, मकान नं. 373,
बल्हाने शेवगे रोड पर,
ग्राम बल्हाने, तालुका सिक्री,
जिला धुले, महाराष्ट्र | 1062. Balhane Branch, House No. 373,
On Balhane Shevge Rd.,
Village Balhane, Tal. Sikri,
Dist. Dhule, Maharashtra. |
| 1063. रिंगंगाव शाखा,
ग्राम और डाक रिंगंगाव,
तालुका इरंदोल,
जिला जालगाव, महाराष्ट्र | 1063. Ringangaon Branch,
At & Post—Ringangaon,
Taluka—Erandol,
Dist. Jalgaon, Maharashtra. |

केन्द्रीय उत्पाद शुल्क समाहर्तालय

अधिसूचना क्रमांक 5/88

नागपुर, 16 सितम्बर, 1988

का.आ. 3002 समाहर्तालय केन्द्रीय उत्पाद शुल्क, नागपुर, के श्री ए.आर. करणकर, अधीक्षक, केन्द्रीय उत्पाद शुल्क, समूह 'B', निवृत्ति की आयु प्राप्त करने पर दिनांक 31-8-88 को अग्रराह में शासकीय सेवा से निवृत्त हो गए।

[पं० II(3)6/88/स्थापना-1/67269]

जीत राम कैत, उप समाहर्ता (कार्मिक एवं स्थापना)

CENTRAL EXCISE COLLECTORATE

Notification No. 5/88

Nagpur, the 16th September, 1988

S.O. 3002.—Shri A. R. Karankar Superintendent Central Excise Group 'B' of Nagpur Collectorate having attained the age of superannuation retired from Government Service on 31-8-88 in the afternoon.

[C. No. II(3)6/88/Et.I/67269]

J. R. KAIT, Dy. Collector (P&E)

आणिषण्य मंत्रालय

मुख्य निर्यात, आयात-निर्यात का कार्यालय

आदेश

नई दिल्ली, 9 अगस्त, 1988

का. आ. 3003.—मैसर्स विजय फायर प्रोटेक्शन सिस्टम (प्रा.) लि. बम्बई की सामान्य मुद्रा क्षेत्र से 8020 नग हीट डिटेक्टर के आयात के लिए आयात लाइसेंस सं. पी/एस/1986012 दिनांक 13-4-87 मूल्य 8,00,000/- रु. दिया गया था।

फर्म ने ऊपर उल्लिखित लाइसेंस की मुद्रा विनियम नियंत्रण प्रति के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल मुद्रा विनियम नियंत्रण प्रति खो गई या अस्थायित्व हो गई है। आगे यह भी बताया गया है कि लाइसेंस की मुद्रा विनियम नियंत्रण प्रति किसी भी सीमाशुल्क प्राधिकारी के पास पंजीकृत नहीं कराया गया और इस प्रकार सीमा शुल्क प्रयोजन प्रति के मूल्य का बिल्कुल भी प्रयोग नहीं किया गया है।

अपने तर्क के समर्थन में लाइसेंसधारी ने नाटरी पब्लिक, नई दिल्ली के सामने विधिवत् शपथ लेकर स्टाम्प कागज पर एक शपथपत्र दाखिल किया है। तदनुसार, मैं संतुष्ट हूँ कि आयात लाइसेंस सं. पी/एस/1986012 दिनांक 13-4-87 की मूल मुद्रा विनियम नियंत्रण प्रति फर्म द्वारा खो गई या अस्थायित्व हो गई है। यथासंशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उप धारा 9 (क और ख) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मैसर्स विजय फायर प्रोटेक्शन सिस्टम को जारी किए गए लाइसेंस सं. पी/एस/1986012 दिनांक 13-4-87 की उक्त मूल मुद्रा विनियम नियंत्रण प्रति को एतद्वारा रद्द किया जाता है। उक्त लाइसेंस की मुद्रा विनियम नियंत्रण प्रति की अनुलिपि पार्टी को भ्रम से जारी की जा रही है।

[सं. सप्ली/एनएस-12/281/एसएसआई/एम 87/एसएसएस]

MINISTRY OF COMMERCE

OFFICE OF THE CHIEF CONTROLLER OF IMPORTS AND EXPORTS

New Delhi, the 9th August, 1988

ORDER

S.O. 3003.—M/s. Vijay Fire Protection System (Pvt.) Ltd., Bombay were granted an import licence No. P/S/1986012 dated 13-4-87 for Rs. 8,00,000 (Rupees Eight lakhs only) for import of 8020 Nos. Heat detectors under G.C.A.

The firm has applied for issue of Duplicate copy of Exchange Control Purposes Copy of the above mentioned

licence on the ground that the original Exchange Control copy of the licence has been lost or misplaced. It has further been stated that the Exchange Control Copy of the licence was not registered with any Customs Authority and as such the value of Customs Purpose copy has not been utilised at all.

In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public New Delhi. I am accordingly satisfied that the original Exchange Control Purposes copy of import licence No. P/S/1986012 dated 13-4-87 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(a&b) of the Import (Control) Order, 1955 dated 7-12-1955 as amended, the said original Exchange Control Purposes Copy No. P/S/1986012 dated 13-4-87 issued to M/s. Vijay Fire Protection System is hereby cancelled.

A duplicate Exchange Control Purposes Copy of the said licence is being issued to the party separately.

[No. Suppl/NS-12/281/SSI/AM'87/SLS]

नई दिल्ली, 20 सितम्बर, 1988

आदेश

का.आ.3004:—मैसर्स ओरियन सिस्टम्स, बंगलूर को मुक्त विदेशी मुद्रा के अन्तर्गत संलग्न सूची के अनुसार मर्चों के आयात के लिए 34,93,775/- रुपये (चौत्तीस लाख तिरानवें हजार मात्र सौ पचहत्तर रुपये मात्र) के लिए एक आयात लाइसेंस सं. पी/एस/1096/347 दिनांक 18-4-88 प्रदान किया गया था।

2. फर्म ने उपर्युक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमाशुल्क निकासी प्रति खो गई या गुम हो गई है। आगे यह बताया गया है कि लाइसेंस की सीमाशुल्क निकासी प्रति बंगलूर कस्टम्स (कस्टम हाउस) एयर कार्गो से पंजीकृत कराने और आंशिक रूप से उपयोग करने के बाद खो गई है।

3. अपने तर्क के समर्थन में लाइसेंसधारी ने नाटरी पब्लिक बंगलूर के सामने विधिवत् शपथ लेकर स्टाम्प पेपर पर एक शपथपत्र दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि आयात लाइसेंस सं. पी/एस/1096/347 दिनांक 18-4-88 की मूल सीमाशुल्क प्रयोजन प्रति फर्म से खो गई या गुम हो गई है। यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उपधारा 9 (सी सी) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मै. ओरियन सिस्टम्स, बंगलूर को जारी किए गए लाइसेंस सं. पी/एस/1096/347 दिनांक 18-4-88 की उक्त मूल सीमाशुल्क प्रयोजन प्रति एतद्वारा रद्द की जाती है।

4. पार्टी को उक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति की अनुलिपि अलग से जारी की जा रही है।

[सं. सप्ली/एनएस-11/1197/एसएसआई/एम 88/एसएसएस1110]

New Delhi, the 20th September, 1988

ORDER

S.O. 3004.—M/s. Orion System, Bangalore were granted an Import Licence No. P/S/1096347 dated 18-4-88 for Rs. 34,93,775 (Rupees thirty four lakhs ninety three thousands seven hundred and seventy five only) for import of

Items as per list of goods attached under Free Foreign Exchange.

2. The firm has applied for issue of Duplicate copy of Customs Purposes Copy of the above mentioned licence on the ground that the original Customs Purposes Copy of the licence has been lost or misplaced. It has further been stated that the Customs Purposes Copy of the licence has been misplaced after having registered with Bangalore Customs (Customs House) Air Cargo and having been utilised partly.

3. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Bangalore. I am accordingly satisfied that the original Customs Purposes Copy of import licence No. P/S/1096347 dated 18-4-88 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955, as amended, the said original Customs Purposes Copy No. P/S/1096347 dated 18-4-88 issued to M/s. Orion Systems, Bangalore is hereby cancelled.

4. A duplicate Customs Purposes Copy of the said licence is being issued to the party separately.

[No. Suppl./NS-11/1197/SSI/AM-88(SLS)/1110]

आदेश

का.आ. 3005 :—मैसर्स बेला प्लास्टिक, 6 और 31 वैभव इंडस्ट्रीयल एस्टेट, सियोन ट्रोम्बे रोड, देवनार, बम्बई का सामान्य मुद्रा क्षेत्र में प्रोब्स/सेंसर्स—(1) फ्लो-थ्रू-5 बायर टाइप-50 नम, 2,70,000/- रुपये (2) इमर्शन 5 बायर टाइप-50 नम, 2,10,000/- रुपये (3) इन्टिग्रल 2 बायर प्रोब्स-50 नम, 3,60,000/- रुपये (4) कम्बि-नेशन इलेक्ट्रॉनिक्स-50 नम, 84,000/- रुपये के आयात के लिए 9,24,000/- रुपये (नौ लाख चौबीस हजार रुपये मात्र) का एक आयात लाइसेंस सं. पी/एस/1481682 दिनांक 23-7-87 दिया गया था।

कर्म ने उपर्युक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति खो गई या गुम हो गई है। आगे यह बताया गया है कि लाइसेंस की सीमा शुल्क प्रयोजन प्रति सीमा शुल्क प्राधिकारी बम्बई के पास पंजीकृत कराई गई थी और इसलिए सीमा शुल्क प्रयोजन प्रति पर 26,788/- रुपये का उपयोग कर लिया गया है।

अपने तर्क के समर्थन में आवेदनकारी ने उच्च न्यायालय बम्बई के एडवोकेट के सामने त्रिविवन् शपथ लेकर स्टाम्प पेपर पर एक शपथपत्र दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि आयात लाइसेंस सं. पी/एस/1481682 दिनांक 23-7-87 की मूल सीमा शुल्क प्रयोजन प्रति फर्क से खो गई या गुम हो गई है। तथा संगठित आयात (निर्बंध) आदेश, 1955 दिनांक 7-12-1955 की उपधारा 9 (सीपी) के अंतर्गत प्राप्त अधिकारों का प्रयोग करते हुए मैसर्स बेला प्लास्टिक्स बम्बई को जारी की गई सीमा शुल्क प्रयोजन प्रति सं. पी/एस/1481682 दिनांक 23-7-87 एवम् उस पर की जाती है।

उक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति की अनुलिपि अलग से जारी की जा रही है।

[सं. सप्ली/एन एस-13/66/एस एस आई/ए एम-88/एसएसएस]

से. कुजूर, उप मुख्य नियंत्रक, आयात-निर्यात

ORDER

S.O. 3005.—M/s. Bela Plastic 6 & 31 Vaibhav Industrial Estate, Sion-Trombay Road, Deonar, Bombay were granted an import licence No. P/S/1481682 dated 23-7-87 for Rs. 9,24,000 (Rupees Nine Lakhs and twenty four thousand only) for import of Probes/Sensors—(1) Flow-through 5 wire type 50 Nos. Rs. 2,70,000 (2) Immersion 5 wire type—50 Nos. Rs. 2,10,000 (3) Integral two wire probes—50 Nos. Rs. 3,60,000 (4) Combination Electronics—50 Nos.—Rs. 84,000 from GCA.

The firm has applied for issue of Duplicate copy of Customs Purposes Copy of the above mentioned licence on the ground that the original Customs Purposes copy of the licence has been lost or misplaced. It has further been stated that the Customs Purposes copy of the licence was registered with Bombay Customs Authority and as such the value of Customs Purpose copy has been utilised for Rs. 26,788.

In support of their contention the licensee has filed an affidavit on stamped paper duly sworn in before a Advocate High Court, Bombay. I am accordingly satisfied that the original Customs Purposes copy of import licence No. P/S/1481682 dated 23-7-87 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order 1955 dated 7-12-1955 as amended the said original Customs purposes copy No. P/S/1481682 dated 23-7-87 issued to M/s. Bela Plastics Bombay is hereby cancelled.

A duplicate Customs Purposes copy of the said licence is being issued to the party separately.

[No. Suppl./NS-13/66/SSI/AM-88(SLS)]

S. KUJUR, Dy. Chief Controller of Imports and Exports for Chief Controller of Imports and Exports.

संयुक्त मुख्य नियंत्रक, आयात-निर्यात का कार्यालय

(केंद्रीय लाइसेंसिंग सेल)

नई दिल्ली 10 जून 1988

निरस्त आदेश

का. आ. 3006.—मैसर्स कोममटेक इंटेलिजेंट सोल्यूशंस मैन्युफैक्चर लि, ए-49 सैक्टर-5, नोएडा, गाजियाबाद (उ. प्र.) की अप्रैल-मार्च, 87 की अवधि में कम्प्यूटर रीडर कम्प्यूटर सिस्टम आदि का आयात करने के लिए, 1,96,941/- रुपये के लिए 14-7-86 की पूर्णित माल आयात लाइसेंस सं. पी/सी जी/2092645 प्रदान किया गया था।

आवेदक ने आयात एवं निर्यात प्रक्रिया पुस्तक 1988-91 के पैरा 89—93 के अंतर्गत यथावधि शपथपत्र प्रस्तुत किया है कि उपरोक्त लाइसेंस की मुद्रा विनियम नियंत्रण प्रति 99728/- रुपये तक उपयोग किए बिना खोई गई/अस्थानस्थ हो गई है।

मैं संतुष्ट हूँ कि उपरोक्त लाइसेंस की मुद्रा विनियम नियंत्रण प्रति गुम/अस्थानस्थ हो गई है।

अन्य यथावधि शपथपत्र आयात व्यापार नियंत्रण आदेश 1955 की उप धारा-9 (घ) में परत शक्तियों का प्रयोग करते हुए मेरे द्वारा लाइसेंस सं.—पी/सी जी/2092645 दिनांक 14-7-86 रुपये 1,96,941/- की मुद्रा विनियम नियंत्रण प्रति को एवम् द्वारा निरस्त किया जाता है।

प्रक्रिया पुस्तक के पैरा 89 से 93 के प्रावधान के अंतर्गत 99,728/- रुपये मूल्य की बिना उपयोग की राशि के लिए उपरोक्त लाइसेंस की मुद्रा विनियम नियंत्रण प्रति की अनुलिपि अब जारी की जा रही है।

[का. सं. पी/सी जी/एस डब्ल्यू/2/ए एम-87/ए यू-11/सी एस ए]

एस. गार जी. कुजूर, उप मुख्य नियंत्रक, आयात-निर्यात
उप संयुक्त मुख्य नियंत्रक, आयात-निर्यात

OFFICE OF THE JOINT CHIEF CONTROLLER OF
IMPORTS AND EXPORTS
(Central Licensing Area)

New Delhi, the 10th June, 1988

CANCELLATION ORDER

S.O. 3006.—M/s. Comtech International Software Manufacture Ltd., A-48, Sector-V, Noida, Ghaziabad, UP were granted a Capital Goods Import licence No. P/CG/2092645 dt. 14-7-86 for Rs. 1,96,941 for import of Computer peripherals computer system etc. for AM. 87 period.

The applicant has filed an affidavit as required under paragraph 89 to 93 of Hand Book of Import & Export Procedure 1988-91 stated that Exchange Control Copy of the above mentioned licence has been lost/misplaced without having been utilised Rs. 99,728.

I am satisfied that the Exchange Control copy of the above mentioned licence has been lost/misplaced.

In exercise of the power conferred on me under sub-clause 9(d) of the Import Trade Control 1955 as amended upto date, the said exchange control copy of the licence No. P/CG/2092625 dt. 14-7-87 for Rs. 1,96,941 is hereby cancelled.

The applicant is now being issued duplicate of the Exchange Control Copy of above licence for unutilised value of Rs. 99,728 in accordance with the provision of para 89 to 93 of Hand Book.

[File No. CG/SWB/2/AM.87/AU.H/CLA]

S. R. JOHAR, Dy. Chief Controller of Imports & Exports
for Jt. Chief Controller of Imports & Exports

उद्योग मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 21 सितम्बर, 1988

का.आ. 3007.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा मसर्स सोमैया भारक्तीया प्रा. लि. जिसका पंजीकृत कार्यालय फजलभाई बिल्डिंग, 45/47, महात्मा गांधी रोड बम्बई में है के पंजीकरण के निरस्तीकरण को अधिसूचित करती है, क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिनपर उक्त अधिनियम के अध्याय-3 के भाग क अध्याय के उपबन्ध अब लागू नहीं हैं। पंजीकरण संख्या (1475/79)

[सं. 16/12/88-एम.-III]

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 21st September, 1988

S.O. 3007.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Somaiya Bharaktiya Private Limited having its registered Office at Fazalbhog Building, 45/47, Mahatma Gandhi Road, Bombay-400 023, the said undertaking being undertaking to which the provisions of Part A Chapter III of the said Act no longer apply. (Registration No. 1475/79).

[No. 16/12/88-M. III]

का.आ. 3008.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा मसर्स अजीत इन्जी. वर्क्स प्रा. लि. जिसका पंजीकृत कार्यालय 104/403, कामर्स हाउस, 140 एम. एम. रोड, बम्बई, 400-023 में है के पंजीकरण के निरस्तीकरण को अधिसूचित करती है, क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिनपर उक्त अधिनियम के अध्याय 3 के भाग क अध्याय के उपबन्ध अब लागू नहीं होते हैं (पंजीकरण संख्या 996/74)

[सं. 16/12/88-एम-III]

S.O. 3008.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Ajit Engineering Works Private Ltd. having its registered Office at 104/403, Commerce House, 140, N. M. Road, Bombay-400 023, the said undertaking being undertaking to which the provisions of Part A Chapter III of the said Act no longer apply. (Registration No. 996/74).

[No. 16/12/88-M. III]

का. आ. 3009.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा मसर्स डैम्पो डेरी इन्डस्ट्रीज लि. जिसका पंजीकृत कार्यालय महालक्ष्मी चैम्बर्स, तीसरी मंजिल, 9/1, एम. जी. रोड, बम्बई-560 001 में है के पंजीकरण के निरस्तीकरण को अधिसूचित करती है, क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिनपर उक्त अधिनियम के अध्याय 3 के भाग क अध्याय के उपबन्ध अब लागू नहीं होते हैं। (पंजीकरण संख्या 0506/80)

[सं. 16/12/88-एम०-III]

S.O. 3009.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Dempo Dairy Industries Limited having its registered Office at Mahalaxmi Chambers, 3rd Floor, 9/1, Mahatma Gandhi Road, Bangalore-560 001, the said undertaking being undertaking to which the provisions of Part A Chapter III of the said Act no longer apply. (Registration No. 1506/80).

[No. 16/12/88-M. III]

का. आ. 3010.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार

एतद्वारा इस अधिसूचना के अनुसूचक में उल्लिखित उपक्रमों के पंजीकरण के निरस्तकरण को अधिसूचित करती है, क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिन पर उक्त अधिनियम के अध्याय-३ के भाग क अध्याय के उपबन्ध अब लागू नहीं होते हैं।

[सं. 16/12/88-एम.-III]

केवल कृष्ण, मवर, सचिव

अधिसूचना सं. 16/12/88-एम III का अनुसूचक

क्रम संख्या	उपक्रम का नाम	पंजीकृत कार्यालय	पंजीकरण संख्या
1	2	3	4
1.	मोडेला उल्लन्स लि.	ए-सी वलकन हन्स्योरेन्स बिल्डिंग वीर नरीमन रोड, बम्बई-400020	1904/84

S.O. 3010.—In pursuance of Sub-Section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of the undertakings mentioned in the Annexure to this notification, the said undertakings being undertakings to which the provisions of Part A Chapter III of the said Act no longer apply.

[No. 16/12/88-M. III]

KEWAL KRISHAN, Under Secy.

ANNEXURE TO THE NOTIFICATION NO. 16/12/88-M.III

Sl. No.	Name of the undertaking	Registered Office	Registration Number
1	2	3	4
1.	M/s. Modella Woollens Ltd.	A-C, Vulcan Insurance Building, Veer Nariman Road, BOMBAY-400 020.	1904/84.
2.	M/s. Modella Steels & Alloys Limited.	7th Floor, Resham Bhawan, Veer Nariman Road, BOMBAY-400 020.	1948/84.

(रसायन और पेट्रोकेमिकल्स विभाग)

नई दिल्ली, 23 सितम्बर, 1988

गुडिपद

का.आ. 3011—निम्नलिखित अनुसूची में रकना 1 से 9 में लिखे हुए शर्तों और संख्या भारत सरकार की अधिसूचना सं. का.आ. 1211 तारीख 14 अप्रैल 1988 भारत का राजपत्र भाग II खंड 3(ii) 16 अप्रैल 1988 पृष्ठ 1654 से 1657 प्रारित हुए अधिसूचना की अनुसूची में छपे थे। निम्नलिखित अनुसूची रकना 10 से 18 में लिखे हुए शर्तों और संख्या पढ़ना।

प्रसारित किया गया वर्णन

सं. नं.	गांव का नाम	तहसील	जिला	सं. नं.	हि. नं.	गाटा नं.	क्षेत्र
1	2	3	4	5	6	7	8
30	गायमका	अलिबाग	रायगड	31	2ब पी	--	02.0
"	"	"	"	31	2अ पी	--	15.1

प्रसारित होने का वर्णन

सं. नं.	गांव का नाम	तहसील	जिला	सं. नं.	हि. नं.	गाटा नं.	क्षेत्र
10	11	12	13	14	15	16	17
30	गायमका	अलिबाग	रायगड	31	2अ पी	--	02.0
"	"	"	"	31	2ब पी	--	15.1

व.दा. वेणुगुप्ते, सहाय प्राधिकारी
इंडियन पेट्रोकेमिकल्स कार्पोरेशन लि. महाराष्ट्रा गैस क्रैकर
कम्प्लेक्स (पावर लाइफ), माण्डोना

(Department of Chemicals & Petrochemicals)

New Delhi, the 22nd September, 1988

CORRIGENDUM

S.O. 3011.—Read words and figures shown in columns 1 to 9 of the schedule given below appearing in the Schedule annexed to the Government of India Notification No. S.O. 1221 dated 4th April, 1988 published in the Gazette of India Part II Section 3, Sub-Section (ii) dated 16th April, 1988 as "words and figures shown in columns 10 to 18 of the schedule given below".

SCHEDULE

Sr. No.	Name of the Village	Tahsil	District	Survey No.	Hissa No.	Gat			Area
						No.	H.	Ars.	
1	2	3	4	5	6	7	8	9	
30.	BHAIMALA	ALIBAG	RAIGAD	31	2B (P)	—	—	—	02.0
"	"	"	"	31	2A (P)	—	—	—	15.1

Name of the Village No.	Tahsil	District	Survey No.	Hissa No.	Gat			Area
					No.	H.	Ars.	
10	11	12	13	14	15	16	17	18
30	BHAIMALA	ALIBAG	RAIGAD	31	2A (P)	—	—	02.0
"	"	"	"	31	2B(P)	—	—	15.1

V.D. DESHPANDE, Competent Authority
Indian Petrochemicals Corporation Ltd.
Maharashtra Gas Cracker Complex
(Pipe Lines), Nagothana.

विदेश मंत्रालय

नई दिल्ली, 22 सितम्बर, 1988

का.आ. 3012.—राजनयिक और कौंसुली अधिकारी (शपथ और शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खण्ड (क) के अनुसरण में केन्द्रीय सरकार एतद् द्वारा भारत का राजदूतावास इस्लामाबाद में सहायक श्री शंकर लाल को तत्काल से कौंसुली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी 4330/1/88]

जी. जगन्नाथन, उप सचिव (कौंसुली)

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 22nd September, 1988

S.O. 3012.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Sh. Shanker Lal in the duties of E/I, Islamabad to perform the Consular Agent with immediate effect.

[No. T. 4330/1/88]

G. JAGANNATHAN, Dy. Secy. (Consular)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 19 अगस्त, 1988

का.आ. 3013.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के अधीनस्थ सरकारी क्षेत्र के उपक्रमों के निम्नलिखित कार्यालयों को, जिनके कर्मचारी वृन्द ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

1. इंडियन आयल कारपोरेशन लिमिटेड (मार्केटिंग डिविजन) भोपाल डिविजनल कार्यालय, चेतक काम्प्लेक्स, हबीबगंज, भोपाल-462006
2. इंडियन आयल कारपोरेशन लिमिटेड, बरोनी रिफाइनरी डाकघर, बरोनी, आयल रिफाइनरी, जिन्ना वेगुमराय, बिहार-851114
3. क्षेत्रीय कार्यालय, गैस अथॉरिटी आफ इंडिया लिमिटेड, जितवापुर काम्प्लेक्स, 22 स्टेशन रोड, लखनऊ-226019

[संख्या-11011(2)/87-हिन्दी]

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 19th August, 1988

S.O. 3013.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Public Sector Undertakings of the Ministry of Petroleum & Natural Gas, the staff whereof have acquired the working knowledge of Hindi.

1. Indian Oil Corporation Limited (Marketing Division) Divisional Office, Bhopal Chetak Complex, Habibganj, Bhopal-462006.
2. Indian Oil Corporation Limited, Barauni Refinery, P.O. Baruni Oil Refinery, District Begusarai, Bihar-851114.
3. Regional Office, Gas Authority of India Limited, Chitvapour Complex, 22 Station Road, Lucknow-226019.

[No. 11011(2)/87-Hindi]

नई दिल्ली, 14 सितम्बर, 1988

का.प्र. 3014.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के अधीनस्थ सरकारी क्षेत्र के उपक्रम इंडियन आयल कार्पोरेशन लि. निम्नलिखित कार्यालयों को, जिनके कर्मचारीवृत्त ने हिन्दी का कार्य साधक ज्ञान प्राप्त कर लिया है अधिसूचित करती है।

1. मार्केटिंग डिविजन, सूर्य किरण बिल्डिंग, 19 कस्तूरबा गांधी मार्ग, नई दिल्ली-110001
2. मार्केटिंग डिविजन, 15-बी, हैमिल्टन रोड, इलाहाबाद-211001
3. मार्केटिंग डिविजन, 35-ए, कमला नेहरू मार्ग, सिविल लाइन्स, बरेली-243001
4. मार्केटिंग डिविजन, 10-ए, निराला नगर, आई टी कॉलेज के पास लखनऊ-226001
5. मार्केटिंग डिविजन, राधा मार्ग, राजमंदिर सिनेमा के पीछे जयपुर, राजस्थान
6. अनुसंधान तथा विकास केन्द्र, सेक्टर-13, फरीदाबाद, हरियाणा।

[संख्या-11011(2)/87-हिन्दी]

शरद गुप्ता, उप सचिव

New Delhi, the 14th September, 1988

S.O. 3014.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following officers of the Indian Oil Corporation Ltd., a Public Sector Undertaking of the Ministry of Petroleum & Natural Gas, the staff whereof have acquired the working knowledge of Hindi.

1. Marketing Division, Surya Kiran Building, 19-Kasturba Gandhi Marg, New Delhi.
2. Marketing Division, 15-B, Hamilton Road, Allahabad-211001.
3. Marketing Division, 35-A, Kamla Nahru Marg, Civil Lines, Bareilly-243001.
4. Marketing Division, 10-A Nirala Nagar, Near IT College, Lucknow-226001.
5. Marketing Division, Radha Marg, Behind Rajmandir Cinema, Jaipur Rajasthan.
6. Research & Development Centre, Sector-13, Faridabad, Haryana.

[No. 11011(2)/87-Hindi]

SHARAD GUPTA, Dy. Secy.

नई दिल्ली, 20 सितम्बर, 1988

का.प्र. 3015.—यतः पेट्रोलियम और खनिज पाइप-लाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.प्र.सं. 695 तारीख 5-2-88 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाइपलाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न

अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और भागे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस आयोग में, सभी बाधाओं से मुक्त रूप में, घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

के.एन.के. फेस-2 की पाइप लाइन बिछाने के लिए

राज्य : —गुजरात, जिला : —अहमदाबाद ; तालुका : —सीटी

गांव	सर्वे नं.	हेक्टेयर	आर.	सेन्टीयर
सरखेज	51	0	08	30
	52	0	03	90
	74	0	03	37
	75	0	04	32
	242	0	07	50
	246	0	11	20
	250	0	11	95
	254	0	12	70

[सं. ओ.—11027/46/88—ओ एन जी डी—III]

New Delhi, the 20th September, 1988

S.O. 3015.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. 695 dated 5-2-88 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And further where the Central Government has, after considering the said report decided to acquire the right of user in the lands in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil and Natural Gas Commission free from encumbrances.

SCHEDULE

PIPELINE FROM KNK PIPELINE PHASE-II

State : Gujarat, District : Ahmedabad, Taluka : City

Village	Survey No.	Hectare	Acre	Centi-are
1	2	3	4	5
SARKHEJ	51	0	08	30
	52	0	03	90
	74	0	03	37
	75	0	04	32
	242	0	07	50
	246	0	11	20
	250	0	11	95
	254	0	12	70

[No. O-11027/46/88/ONGD—III]

नई दिल्ली. 20 सितम्बर, 1988

का. आ. 3016.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में लक्का जी.जी. एस.—III से बलान जी.जी.एस./सी.टी. एक तक पेट्रोलाइम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा विच्छादित जमीन चाहिए।

और यतः यह प्रतीत होता है कि इसी तारीख को विच्छादित के प्रयोजन के लिये एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलाइम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में हितवन्त कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आदेश, सक्षम अधिकारी, तेल तथा प्राकृतिक गैस आयोग निर्माण और देखभाल प्रभाग, भकरपुरा रोड, बडोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टः यह भी कथन करेगा कि क्या यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विशिष्ट व्यवसायी के मार्फत।

अनुसूची

लक्का जी. जी. एस. III से बलान जी. जी. एस. कम सी. टी. एक. तक पाइप लाइन बिछाने के लिए।

राज्य —गुजरात जिला न तालुका—मेहसाणा

गांव	सर्वे नं.	हे.	आर.	से.
हिंगलाजपुर	150	0	10	80
	149/1	0	17	00
	139	0	18	40
	140/1	0	01	60
	82/1	0	01	00
	81	0	10	00
	79	0	16	40
	83	0	18	60
	78/1	0	11	10
	77	0	05	50
	75	0	08	00
	76/1	0	00	80

[सं. ओ. 11027/169/88 ओ एन जी डी—III]

के. विवेकाचन्द्र, जे.ए.के. अधिकारी

New Delhi, the 22nd September, 1988

S.O. 3016.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from Lanva GGS III to Balol GGS/CTF in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto:—

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

Pipeline from Lanva GGS III to Balol GGS-Cum-CTF.
State : Gujarat District & Taluka : Mehsana

Village	Survey No.	Hectare	Acre	Centiare
Hingalajpura	150	0	10	80
	149/1	0	17	00
	139	0	18	40
	140/1	0	01	60
	82/1	0	01	00
	81	0	10	00
	79	0	16	40
	83	0	18	60
	78/1	0	11	10
	77	0	05	50
	75	0	08	00
	76/1	0	00	80

(No. O-11027/169/88-ONG-D-III)

K. VIVEKANAND, Desk Officer

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 14 सितम्बर, 1988

का. आ. 3017.—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. सी-1(ई)/III / एक आर/400--0188 तारीख 21 जनवरी, 1988 का निरीक्षण वेस्टर्न कोलफील्ड्स लि. (राजस्थान विभाग) कोयला एस्टेट, सिविल लाइन्स, नागपुर 440001 (महाराष्ट्र) के कार्यालय में या कलक्टर

नागपुर (महाराष्ट्र) के कार्यालय में अथवा कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को, इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर, राजस्व अधिकारी, वेस्टर्न कोलफील्ड्स लि., कोयला एस्टेट, सिविल लाइन्स, नागपुर 440001 (महाराष्ट्र) को भेजेंगे।

अनुसूची

बोखारा ब्लॉक

नागपुर क्षेत्र

जिला नागपुर (महाराष्ट्र)

क्र.सं.	ग्राम का नाम	पटवारी तहसील का संख्यांक	जिला	क्षेत्र में हेक्टर	टिप्पणियां
1	2	3	4	5	6
1.	गोरेवाड़ा	8क	नागपुर	नागपुर	745.78 पूर्ण
2.	तकली	11	नागपुर	नागपुर	572.37 पूर्ण
3.	गोधनी	12	नागपुर	नागपुर	576.02 पूर्ण
4.	पितेश्वर	12	नागपुर	नागपुर	337.95 पूर्ण
5.	भारतवाड़ा	12	नागपुर	नागपुर	475.51 पूर्ण
6.	चक्कीखपा	12	नागपुर	नागपुर	283.44 पूर्ण
7.	लोनहारा	12क	नागपुर	नागपुर	547.63 पूर्ण
8.	बोखारा	12क	नागपुर	नागपुर	606.95 पूर्ण
9.	नारा	14	नागपुर	नागपुर	798.76 पूर्ण

योग

4944.41 हेक्टर (लगभग)

या

12218.13 एकड़ (लगभग)

सीमा वर्णन:—

क—ख—रेखा, बिन्दु "क" से आरंभ होती है और भारतवाड़ा और बैलवाड़ा, भारतवाड़ा और ब्राह्मवाड़ा ग्रामों को सम्मिलित ग्राम सीमा के साथ साथ जाती है और बिन्दु "ख" पर मिलती है।

ख—ग रेखा, चक्कीखपा और गुमथला लोनहारा और गुमथला ग्रामों को सम्मिलित ग्राम सीमा के साथ जाती है और बिन्दु "ग" पर मिलती है।

ग—घ रेखा, लोनहारा और घोमर्ला बोखारा और महापुला ग्रामों को सम्मिलित ग्राम के साथ साथ जाती है और बिन्दु "घ" पर मिलती है।

घ—ङ रेखा नारा और पंजरा, कोराडीह खामला, नारी ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और बिन्दु "ङ" पर मिलती है।

ङ—च रेखा, नारा और मनकापुर, तकली और मनकापुर, गोरेवाड़ा और बोरगांव ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और बिन्दु "च" पर मिलती है।

च—क—रेखा, गोरेवाड़ा और बोरगांव, पितेशुर और सीतागोंडी, पितेशुर और महुरजारी, भारतवाड़ा और महुरजारी ग्रामों की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और आरम्भिक बिन्दु "क" पर मिलती है।

[सं. 43015/6/88-एल एस डब्ल्यू]

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 14th September, 1988

S.O. 3017 :—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The Plan bearing No. C-1(E)/III/FR/400-0188 dated the 21st January, 1988 of the area covered by this notification can be inspected at the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines-Nagpur, 440001 (Maharashtra) or at the office of the Collector-Nagpur (Maharashtra) or at the Office of the Coal Controller I, Council House Street, Calcutta.

All person interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Revenue Officer, Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440 001 (Maharashtra) within ninety days from the date of publication of this notification.

SCHEDULE

BOKHARA BLOCK

NAGPUR AREA

DISTRICT—NAGPUR (MAHARASHTRA)

Serial No.	Name of village	Patwaricircle number	Tahsil	District	Area in Hectares	Remarks
1.	GOREWARA	8A	Nagpur	Nagpur	745.78	Full
2.	TAKLI	11	Nagpur	Nagpur	572.37	Full
3.	Gohani	12	Nagpur	Nagpur	576.02	Full
4.	Pitaihur	12	Nagpur	Nagpur	337.95	Full
5.	Bharatwara	12	Nagpur	Nagpur	475.51	Full
6.	Chakkikhapa	12	Nagpur	Nagpur	283.44	Full
7.	Lonhara	12A	Nagpur	Nagpur	547.63	Full
8.	Bokhara	12A	Nagpur	Nagpur	606.95	Full
9.	Nara	14	Nagpur	Nagpur	798.76	Full

Total : 4944.41 Hectares
(approximately)

OR

12218.13 Acres
(approximately)

BOUNDARY DESCRIPTION :

- A—B... Line starts from point 'A' and passes along the common village boundary of villages Bharatwara and Bailwada, Bharatwara and Brahmanwara and meets at point 'B'.
- B—C... Line passes along the common village boundary of villages Chakkikhapa and Gumthala, Lonhara and Gumthala and meets at point 'C'.
- C—D... Line passes along the common village boundary of villages Lonhara and Ghogli Bokhara and Mahadula, and meets at point 'D'.
- D—E... Line passes along the common village boundary of villages Nara and Panjra, Koradih, Khamala, Nari and meets at point 'E'.
- E—F... Line passes along the common village boundary of villages Nara and Mankapur, Takli and Mankapur, Gorewara and Borgaon and meets at point 'F'.
- F—A... Line passes along the common village boundary of villages Gorewara and Borgaon, Pitaishur and Sitagondi. Pitaishur and Mahurzari, Bharatwara and Mahurzari and meets at starting point 'A'.

शुद्धि-पत्र

का. आ. 3018—भारत सरकार के राजपत्र भाग-II खंड 3, उपखंड (ii) तारीख 16 मई, 1987 के पृष्ठ क्रमांक 1781 से 1785 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय, कोयला विभाग की अधिसूचना कां. आ. सं. 1235 तारीख 29 अप्रैल, 1987 में—

पृष्ठ क्रमांक 1782

सोलदिया ग्राम में अर्जित किए गए प्लॉट सं. की सातवीं पंक्ति के बाद 1 से 790 प्रारम्भ होने से पूर्व कुसुरलोई ग्राम में अर्जित किए गए प्लॉट संख्या पढ़ें।

पृष्ठ क्रमांक 1783

कुसुरालोई ग्राम में अर्जित किए गए प्लॉट सं. में—पंक्ति 4—1206/1865/1216/1867 के स्थान पर 1206/1865/1216/1866, 1216/1867 पढ़ें।

करलाजोरि ग्राम में अर्जित किए गए प्लॉट संख्या में—पंक्ति 3:—

274,361 के स्थान पर 274/361 पढ़ें। टिंगासमाल ग्राम में अर्जित किए गए प्लॉट संख्या में—

पृष्ठ क्रमांक 1784

पंक्ति 3:—601/1208 के स्थान पर 601/1207 पढ़ें।

पंक्ति 10:—0/1275 के स्थान पर 810/1275 पढ़ें।

पंक्ति 10:—88/1282, 88/1282 के स्थान पर 88/1282 पढ़ें।

पंक्ति 17:—2/1366 के स्थान पर 702/1366 पढ़ें।

[सं. 43015/7/86-सीए/एलएस डब्ल्यू]

बी.बी. राव, अवर सचिव

CORRIGENDUM

S.O. 3018.—In the notification the Government of India, Ministry of Energy, Department of Coal, S.O. No. 1235 dated the 29th April, 1987 published in the Gazette of India, Part-II, Section 3, Sub-Section (ii) dated the 16th May, 1987 at pages 1785 to 1789,

at page 1786 in plot numbers acquired in Village Soldia, 6th line for “372|806”, read “372|906”;

at page 1787 in plot numbers acquired in Village Kusuraloi, 2nd line, for “661|1899”, read “661|1799”;

17 line, for “1950|1966”, read “1650|1966”;
17th line, for “1975|1970”, read “1675|1970”;
In plot numbers acquired in Village Khaliapali, 3rd line, for “218|449”, read “218|447”;

In plot numbers acquired in Village Khuntamahul, 1st line, for “77(Part)” read “79 (Part)”;

In plot numbers acquired in Village Ubda, 15th line, for “259|1569|259|1570”, read “259-1569, 259|1570”;

at page 1788 in plot numbers acquired in Village Tingismal, 2nd line, for “1024 to 1027”, read “1025 to 1027”

in plot numbers acquired in Village Khairkuni, 4th line, for “118|1449”, read “118|1549”;

In Boundary Description

Line D20-B 4th line for “648, 648”, read “648”;

Line B-C12 2nd line for “228”, read “288”;

Line B-C12 3rd line for “225”, read “255”.

[No. 34015/7/86-CA|LSW]

B. B. RAO, Under Secy.

(विद्युत विभाग)

नई दिल्ली 23 सितम्बर, 1988

का. आ. 3019—पंजाब पुनर्गठन अधिनियम, 1966 (1966 का 31) के खण्ड 79 के उपखण्ड (2) की धारा (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा, भाखड़ा बांध, भाखड़ा व्यास प्रबन्ध बोर्ड के मुख्य अभियन्ता, श्री पी. ए. कपूर को श्री बी. सी. मल्होत्रा के स्थान पर 23 जुलाई, 1988 (पूर्वाह्न) से उनके द्वारा अधिवर्षिता की आयु प्राप्त करने तक की अवधि के लिए, भाखड़ा व्यास प्रबन्ध बोर्ड के पूर्णकालिक सदस्य के रूप में नियुक्त करती है।

[संख्या 1/2/88-डी (बी. एण्ड बी.)]

के. सी. मेहानी, निदेशक

(Department of Power)

New Delhi, the 23rd September, 1983

S.O. 3019.—In exercise of the powers conferred by clause (a) of sub-section (2) of section 79 of the Punjab Reorganisation Act, 1966 (31 of 1966), the Central Government hereby appoints Shri P. A. Kapur, Chief Engineer, Bhakra Dam, Bhakra Beas Management Board as whole-time Member in Bhakra Beas Management Board with effect from 23rd July 1988 (F.N.) till he attains the age of superannuation vice Shri B. C. Malhotra retired.

[No. 1/2/88-D(B&B)]

K. C. GEHANI, Director

खाद्य और नागरिक पूर्ति मंत्रालय

(खाद्य विभाग)

नई दिल्ली. 20 सितम्बर. 1988

का. आ. 3020—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 10 के उप नियम (4) के अनुसरण में, खाद्य और नागरिक पूर्ति मंत्रालय, खाद्य विभाग के अधीन निम्नलिखित कार्यालय, जिसके कर्म-चारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

सेन्ट्रल वेयरहाउसिंग कारपोरेशन, क्षेत्रीय कार्यालय, भोपाल

[सं. ई - 11017/9/87 - हिन्दी]

उ.र. कुर्लेकर, निदेशक (प्र.)

MINISTRY OF FOOD AND CIVIL SUPPLIES

(Department of Food)

New Delhi, the 20th September, 1988

S.O. 3020.—In pursuance of sub-rule 4 of rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office under the administrative control of the Ministry of Food & Civil Supplies (Department of Food), the staff where of have acquired the working knowledge of Hindi :—

Central Warehousing Corporation, Regional Office, Bhopal.

[No. E-11017/9/87-Hindi]

U. R. KURLEKAR, Director (Admn.)

कल्याण मंत्रालय

नई दिल्ली, 23 सितम्बर, 1988

का. आ. 3021—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के प्रयोजनों के लिए नीचे लिखी सारणी के स्तम्भ (1) में उल्लिखित अधिकारी को, जो सरकार के किसी राजपत्रित अधिकारी की पंक्ति के समतुल्य अधिकारी है सम्पदा अधिकारी नियुक्त करती है तथा आगे निदेश देती है कि उक्त अधिकारी उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट सरकारी स्थान के बारे में, अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा और उसके अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

नाम तथा अधिकारी का नाम	सार्वजनिक अहाता तथा स्थानीय सीमाओं की अधिकारिता की श्रेणियाँ
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निदेशक, राष्ट्रीय पुनर्वास प्रशिक्षण तथा अनुसंधान संस्थान, बरोई, औलतपुर, कटक (उड़ीसा)	ऐसा परिसर जो संबंधित हो या पट्टे पर लिया गया हो या अर्जित किया हुआ या अधिग्रहण किया गया हो राष्ट्रीय पुनर्वास प्रशिक्षण तथा अनुसंधान संस्थान बरोई, औलतपुर, कटक (उड़ीसा) राष्ट्रीय पुनर्वास प्रशिक्षण कटक के अंतर्गत 16.665 एकड़ भूमि इन परिसर की सीमाएं निम्नलिखित है।
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उत्तर :— श्री दीना करुणाना नन्दा की सम्पत्ति, गामबरोई

दक्षिण :— विजया फार्म

पूर्व :— ग्राम औलतपुर

पश्चिम :— उत्तर पश्चिम : ग्राम सिसूआ दक्षिण पश्चिम : प्राची नदी

[फाइल सं. 2-9/89-एन. आई-II]

एस. एस. मेमन, संयुक्त सचिव

MINISTRY OF WELFARE

New Delhi, the 23rd September, 1988

S.O. 3021 :—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer equivalent to the rank of a gazetted officer of Government to be an estate officer for the purposes of the said Act and further directs that the said officer shall, exercise the powers conferred and perform the duties imposed on an estate officer by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the following table.

TABLE

Name and designation of the Officer	Categories of public premises and local limits of jurisdiction.
Director, National Institute of Rehabilitation Training and Research, Bairoi Olatpur, Cuttack (Orissa).	Premises belonging to or taken on lease or acquired or requisitioned by or on behalf of the National Institute of Rehabilitation Training and Research, Bairoi, Olatpur, Cuttack (Orissa), 16.665 acres of land under neath the National Institute of Rehabilitation Training and Research, Cuttack. The boundaries of these premises are as under :—
North :	Property of Shri Dinakrushna Nanda, Village, Bairoi.
South :	Bijay farm.
East :	Village Olatpur.
West :	North west : Village Sisua. South west : River Prachi.

[File No. 2-9/88-NI-II]

S.N. MENON, Jt. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 20 सितम्बर, 1988

का. आ. 3022.—अखिल भारतीय आयुर्विज्ञान संस्थान अधिनियम, 1956 (1956 का 25) की धारा 6 की उप धारा (3) के साथ पठित धारा 4 के खण्ड (ज) के साथ अनुसरण में केन्द्रीय सरकार एतद्वारा स्वास्थ्य और परिवार कल्याण मंत्रालय में सचिव श्री भार. श्रीनिवासन को एस एस. धनोआ, जो अधिवर्षितावय प्राप्त कर लेने पर सेवा निवृत्त हो गये हैं, के स्थान पर अखिल भारतीय आयुर्विज्ञान संस्थान, नई दिल्ली का एक सदस्य मनोनीत करती है और भारत सरकार, स्वास्थ्य और परिवार कल्याण मंत्रालय

को 6 जुलाई, 1983 को अधिसूचना संख्या का० प्रा० 2960 में निम्नलिखित और संशोधन करती है, अर्थात्—
उक्त अधिसूचना में प्रविष्टि-2 के स्थान पर निम्न-
लिखित प्रविष्टि प्रतिस्थापित की जाए, अर्थात्—

श्री आर० श्रीनिवासन,
स्वास्थ्य और परिवार कल्याण मंत्रालय,

[सं. की 16011/4/86—एम ई (पी. जी.)]
आर० के० आहूजा, संयुक्त सचिव

MINISTRY OF HEALTH & FAMILY WELFARE
(Department of Health)

New Delhi, the 20th September, 1988

S.O. 3022.—In pursuance of clause (e) of section 4 read with sub-section (3) of section 6 of the All India Institute of Medical Sciences Act, 1956 (25 of 1956), the Central Government hereby nominates Shri R. Srinivasan, Secretary, Ministry of Health and Family Welfare, to be a member of the All India Institute of Medical Sciences, New Delhi vice Shri S. S. Dhanoa since retired on superannuation and makes the following further amendment in the notification of the Government of India in the Ministry of Health and Family Welfare No. S. O. 2960, dated the 6th July, 1983 namely :—

In the said notification, for entry 2, the following entry shall be substituted, namely :—

"2. Shri R. Srinivasan, Secretary,
Ministry of Health and Family Welfare,
New Delhi".

[No. V-16011/4/86-ME(PG)]
R. K. AHOOJA, Jt. Secy.

नई दिल्ली, 26 सितम्बर, 1988

का. प्रा. 3023—केन्द्रीय सरकार में, भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (क) के अनुसरण में और प्रथम सरकार के पत्रार्थ से डा. ए. सी. पटवारी, निदेशक चिकित्सा शिक्षा, प्रथम को इस अधिसूचना के जारी करने की तारीख से भारतीय आयुर्विज्ञान परिषद का सचिव नाम निर्दिष्ट किया है। अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा की उपधारा (1) के उपखण्डों के अनुसरण में, स्वास्थ्य मंत्रालय की अधिसूचना सं. का. प्रा. 138, तारीख 9 जनवरी, 1960 का निम्नलिखित और संशोधन करती है, अर्थात्—

उक्त अधिसूचना में "धारा 3(1) (क) के अधीन तदनिर्दिष्ट" शीर्षक के नीचे, क्रम संख्यांक 9 और उससे संबंधित प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्यांक और प्रविष्टि रखी जाएगी, अर्थात्—

"12 डा. ए. सी. पटवारी,
निदेशक, चिकित्सा शिक्षा,
प्रथम"

[संख्या की. 11013/12/86-एम ई. (पी.)]

New Delhi, the 26th September, 1988

S.O. 3023.—Whereas the Central Government in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in 2401 GI/88—7

consultation with the Government of Assam have nominated Dr. A. C. Patowary, Director of Medical Education Assam to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Ministry of Health No. S.O. 138, dated the 9th January, 1960, namely :—

In the said notification, under the heading "Nominated under Section 3(1)(a), for serial number 9 and the entry relating thereto, the following serial number and entry shall be substituted, namely :—

"12. Dr. A. C. Patowary,
Director of Medical Education,
Assam".

[No. V. 11013/12/86-ME(P)]

का. प्रा. 3024—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खण्ड (ख) के उपखण्ड के अनुसरण में डा. एस. कामेश्वरन् को मद्रास कामराज विश्वविद्यालय ने 5 जून, 1989 तक की प्राप्ति के लिए भारतीय आयुर्विज्ञान परिषद का सचिव निर्वाचित किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 3 की उपधारा (1) के अनुसरण में भारत सरकार के मद्रास स्वास्थ्य मंत्रालय की अधिसूचना सं. का. प्रा. 138 (सं. 5-13/59 एम. प्राई.) तारीख 9 जनवरी, 1960 का निम्नलिखित और संशोधन करती है, अर्थात्—

उक्त अधिसूचना में "धारा 3 की उपधारा (1) के खण्ड (ख) के अधीन निर्वाचित" शीर्षक के नीचे क्रम संख्यांक 38 और उससे संबंधित प्रविष्टि रखी जाएगी, अर्थात्—

"38 डा. एस. कामेश्वरन्,
निदेशक, मद्रासी आयुर्विज्ञान
स्नातकोत्तर संस्थान,
मद्रास—600113

[सं. की. 11013/11/88—एम. ई. (पी.)]

आर. श्रीनिवासन, अवर सचिव

S.O. 3024.—Whereas in pursuance of the provisions of clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. S. Kameswaran has been elected by the Madurai Kamaraj University to be a member of the Medical Council of India for the period upto the 5th June, 1989;

Now, therefore, in pursuance of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the late Ministry of Health S.O. No. 138 (No. 5-13/59-MI), dated the 9th January, 1960, namely :—

In the said notification, under the heading "Elected under clause (b) of sub-section (1) of section 3" for serial number 38 and the entry relating thereto the following serial number and entry shall be substituted, namely :—

"38. Dr. S. Kameswaran,
Director,
P. G. Institute of Basic
Medical Science,
Madras-600113.

[No. V. 11013/11/88-ME(P)]

R. SRINIVASAN, Under Secy.

जल-भूतल परिवहन मंत्रालय

नई दिल्ली, 23 सितम्बर, 1988

का. आ. 3025.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, जल-भूतल परिवहन मंत्रालय के नियंत्रणाधीन कांडला पोर्ट ट्रस्ट, गांधीधाम की, जिसके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[फा० सं० ई०-11017/7/88-हिन्दी]

योगेन्द्र नारायण, संयुक्त सचिव

MINISTRY OF SURFACE TRANSPORT

New Delhi, the 23rd September, 1988

S.O. 3025.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the Kandla Port Trust, Gandhidham, of the Ministry of Surface Transport whereof more than 80 per cent staff have acquired working knowledge of Hindi.

[F. No. E-11017/7/88-Hindi]

YOGENDRA NARAIN, Jt. Secy.

संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली, 20 सितम्बर, 1988

का. आ. 3026.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड III के पैरा 1 (क) के अनुसार महानिदेशक, दूर संचार विभाग ने केरल दूरसंचार संचालक के चेंगामनाड टेलीफोन क्षेत्र; राजस्थान दूरसंचार संचालक के मत्स्य औद्योगिक क्षेत्र (अलवर) टेलीफोन केन्द्र तथा तमिलनाडु दूरसंचार संचालक के कैंतोरी टेलीफोन केन्द्र में दिनांक 1-10-1988 से मापित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या: 5-1/88-पी एच बी]

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 20th September, 1988

S.O. 3026.—In pursuance of para 1(a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 1-10-1988 as the date on which the Measured Rate System will be introduced in Chengamannad Telephone Exchange under Kerala Telecom. Circle; M.L.A. (Alwar) Telephone Exchange under Rajasthan Telecom. Circle; and Kentorai Telephone Exchange under Tamil Nadu Telecom. Circle.

[No. 5-1/88-PHB]

नई दिल्ली, 22 सितम्बर, 1988

का. आ. 3027.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम,

1951 के नियम 434 के खंड III के पैरा 1(क) के अनुसार महानिदेशक, दूरसंचार विभाग ने हरियाणा दूरसंचार संचालक के मुखल जी. टी. रोड टेलीफोन केन्द्र तथा बेंगलूर दूरसंचार जिला के मुथुसन्द्रा, कन्नामंगला और देवानागुन्डी टेलीफोन केन्द्रों में दिनांक 1-10-1988 से मापित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-1/88-पी एच. बी]

पी. आर. कारड़ा, सहायक महानिदेशक (पीएचबी)

New Delhi, the 22nd September, 1988

S.O. 3027.—In pursuance of Para 1 (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627, dated 8th March, 1960, the Director General Department of Telecommunications, hereby specifies 1-10-1988 as the date on which the Measured Rate System will be introduced in Murthal G. T. Road, Telephone Exchange under Haryana Telecom. Circle and Muthusandra, Kannamangla and Devanagundi Telephone Exchanges under Bangalore Telecom. District.

[No. 5-1/88-PHB]

P. R. KARRA, Asstt. Director General (PHB)

धर्म मंत्रालय

नई दिल्ली, 1 सितम्बर, 1988

का. आ. 3028.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. बोर्ड और महसना के प्रबंधन से सम्बन्धित नियोजकों और उनके कार्यकर्ताओं के बीच, सम्बन्ध में निर्विष्ट औद्योगिक विवाद में औद्योगिक अधिकारण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 26-8-88 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 1st September, 1988

S.O. 3028.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of ONGC, Baroda and Mehsana and their workmen, which was received by the Central Government on the 26th August, 1988.

ANNEXURE

BEFORE SHRI A. N. RAM, INDUSTRIAL TRIBUNAL, AHMEDABAD

Ref. (ITC) No. 37 of 1987

ADJUDICATION BETWEEN:

O.N.G.C., Baroda and Mehsana;

AND

The workmen employed under it.

In the matter of the demand regarding termination of services of Shri D. C. Shukla, Jr. Technician (Elect.), Mehsana.

APPEARANCES :

Shri K. V. Gadhia, Gen. Secretary, All India Industries and Trade Establishment Owners' Association Ahmedabad,—for the O.N.G.C.

Shri A. S. Kapoor,—for the workmen.

AWARD

An industrial dispute between the O.N.G.C., Baroda and Mehsana (hereinafter referred to as 'O.N.G.C.') and the workmen employed under it was referred to the Industrial Tribunal, Ahmedabad by the Government of India, Ministry of Labour, New Delhi by its Order No. 30012/23/86-D.III (P), dated 17-6-87. The reference was allotted to this Tribunal by the President, Industrial Court, Ahmedabad. The dispute pertains to the demand regarding termination of services of Shri D. C. Shukla, Jr. Technician (Elect.), Mehsana. The exact terms of reference are as follows :

"Whether the management of ONGC is justified in terminating the services of Shri D. C. Shukla, Jr. Technician (Elect.), Mehsana w.e.f. 9-3-84 ? If not, what relief Shri Shukla is entitled to ?"

2. The O.N.G.C. Employees' Union, Mehsana, is the sponsoring union in this case. The statement of claim in justification of the demand was filed on 29-7-87 (Ex. 7). The written statement of the O.N.G.C. was filed on 31-8-87 (Ex. 9). On behalf of the workmen Shri D. C. Shukla was examined as witness before this Tribunal on 12-1-88 (Ex. 27). After the union closed its evidence O.N.G.C. produced 3 witnesses who were examined before this Tribunal, namely Shri Balakrishna Naik (11-3-88 Ex. 33), Shri Jayantibhai Melabhai Vasava (11-4-88 Ex. 41) and Shri Jayantibhai Mafabhai Parmar (26-4-88 Ex. 46). Both the parties have also filed several documents in support of their contentions. Both the parties have been heard fully in the matter.

3. The workmen Shri D. C. Shukla had joined the Commission as a contingent worker on 7th March, 1969; he was appointed as an Asstt. Technician (Elect.) in a regular pay scale on 10-12-1970. He appears to have been promoted to the post of Jr. Technician (Elect.) thereafter. It has been stated on behalf of the workman that he was sick; that he had an attack of Pulmonary Koch and Hepatitis; that he was therefore not in a position to attend the duties after 10-12-83. It has been further stated that the workman concerned had sent leave application form under Certificate of Posting on 12-1-84 and again on 9-4-84 giving reasons for not reporting for duties. However to his surprise he received an Office Order dated 7/8-5-84 wherein he was intimated that he is deemed to have resigned from service with effect from 9-3-84. It has been urged that the said order has been issued without giving him any opportunity to show cause; that the said order is signed by a person who is not the Competent Authority; that the action of the O.N.G.C. in terminating his services amounts to an act of retrenchment; that the retrenchment has been effected without following the conditions as laid down under Section 25-F of the I. D. Act, 1947. Incidentally it has also been stated that on receipt of Order dated 8-5-84, the workman had gone to the Adm. Section of the Commission on 13-5-84 and explained the reason for his absence to SE(P); that he had informed the higher authorities that he was sick and was not in a position to attend duties till he is declared fit by the doctor attending on him. However, he was told that his name was struck off from the muster roll and that therefore nothing could be done. The workman appears to have made representations to the higher authorities giving all the facts alongwith medical certificate but to no avail. It has been urged that the workman should be reinstated in service with full back wages; that he should also be given promotion, bonus, leave etc. due to him.

4. The O.N.G.C. has stated in the written statement inter alia that the workman had remained absent without permission and therefore action has been taken against him as per O.N.G.C. Leave Regulation No. 14(5). It has also been stated that a show cause notice had been issued to him before passing the final order; that the workman concerned had failed to give any reply. The O.N.G.C. has therefore urged that its action is legal and justified and that the demand should be rejected.

5. The O.N.G.C. has filed a copy of the Leave Regulations (Ex. 43). Regulation No. 14 which pertains to extraordinary leave is as follows :—

"14. Extraordinary Leave :

(1) Extraordinary leave shall be admissible to an employee in special circumstances when :—

- (a) no other kind of leave is admissible under these regulations, or
- (b) other kind of leave being admissible, the employee applies in writing for the grant of extraordinary leave.

(2) The period of extraordinary leave granted on any one occasion shall not exceed 3 months, except under the following circumstances, namely :—

- (a) If such leave is availed of on medical grounds duly supported by medical certificate, the maximum period admissible shall be 6 months :

Provided that in a case where such leave is required for undergoing treatment for any of the following diseases, the limit shall be 18 months :—

- (i) pulmonary tuberculosis and the application for leave is supported with a certificate from a specialist in tuberculosis ;
- (ii) tuberculosis of any other part of the body and the application is supported with a certificate from a specialist in tuberculosis or a Civil Surgeon ; or
- (iii) leprosy in a recognised leprosy institution or by a Civil Surgeon or a specialist in a leprosy hospital recognised by the Commission and the application for leave is supported with a certificate from the concerned Medical Officer :

Provided further that leave upto 18 months may be sanctioned under the first proviso only if the employee has put in one year's service in the Commission on the date of proceeding on such leave or on the date of expiry of the leave otherwise due and admissible under these regulations.

- (b) In case such leave is required for prosecuting studies, certified to be in the interest of the Commission, the maximum period admissible shall be 24 months :

Provided that this clause shall apply only to an employee who completes not less than 3 years continuous service on the date of expiry of the leave of the kind due and admissible under these regulations (including extraordinary leave, if any, taken under this sub-regulation) :

Provided further that :—

- (i) every employee who is granted such leave shall execute a bond in the Form at Annexure I appended to these regulations ;
- (ii) if such employee resigns or otherwise quits the service of his own accord at any time within a period of 3 years from the date of expiry of extraordinary leave, he shall be required to pay to the Commission, the following amount for failure to discharge the obligations, namely :—
- (a) Officers in the scale of Rs. 700—1250 and above—Rs. 5,000.
- (b) Officers in the scale of pay of Rs. 325—800 and above but not falling under item (a)—Rs. 3,000.
- (c) Others—Rs. 2,000.
- (3) The competent authority may at its discretion convert a period of absence from duty without leave into extraordinary leave.
- (4) No leave salary shall be admissible during the period of extraordinary leave.
- (5) Where an employee fails to resume duty on the expiry of the period of extraordinary leave if the leave granted to him in the maximum that can be granted under this regulation or where an employee who is granted a lesser amount of extraordinary leave than the maximum admissible under this regulation, remains absent from duty for any period which, together with extraordinary leave so granted exceeds the limit upto which he could have been granted

leave under this regulation, he shall be deemed to have resigned his appointment and shall accordingly cease to be in the employment of the Commissioner, unless the Commission may determine otherwise, in view of the exceptional circumstances of the case."

Regulation No. 14(5) operates only when an employee fails to resume duties after the expiry of the period of extraordinary leave granted to him if it is the maximum that can be granted under the regulation, or in a case where the employee is granted lesser amount of extra ordinary leave than the maximum admissible, but he remains absent for more than the total maximum period of extra ordinary leave admissible under the regulations. The extra ordinary leave—maximum admissible or less than the maximum as the case may be, must be specifically granted to him in the first instance. In the case of Shri D. C. Shukla, no such extra ordinary leave has been granted by the O.N.G.C. In fact the workman has not applied for extra ordinary leave. In para 10 of the statement of claim it has been stated that as on 11-12-83, the workman was having about 30 days half pay leave and 12 days Earned Leave to his credit. This has not been denied by O.N.G.C. in its written statement. In his evidence before the Tribunal (Ex. 27) the workman has stated that at the relevant period i.e. December, 1983 he had 60 days Earned Leave and 40 days medical leave. No evidence to disprove this statement has been produced by the first party. The personal file of the workman concerned has not been produced before the Tribunal. The O.N.G.C. has stated that it is not traceable. No other leave record is produced. In fact, the 2nd party had made an application on 30-11-87 (Ex. 12) calling for certain documents and also for particulars regarding leave due to workman on 11-12-83. The O.N.G.C. in its reply (Ex. 13) stated that certain documents as well as the particulars regarding leave due to workman are not available as the personal file of the workman concerned is not traceable. It has therefore to be presumed that the workman concerned had some earned leave and medical leave to his credit at the relevant time. The leave regulations of O.N.G.C. provide inter alia that extraordinary leave shall be admissible to an employee in special circumstances when no other kind of leave is admissible or when other kind of leave being admissible, the employer applies in writing for the grant of extra ordinary leave. The workman has not asked for extra ordinary leave. No such application has been produced by the O.N.G.C. Therefore, in his particular case when the workman concerned had other types of leave to his credit and when he had not specifically applied for extraordinary leave, the question of granting extraordinary leave does not arise. Obviously the question of applying the relevant Regulation No. 14(3) would not arise. During the course of arguments, Shri Gadhia, appearing for the O.N.G.C. had tried to urge that under regulation 14(3), the competent authority has a discretion to convert a period of absence from duty without leave into extraordinary leave. This is only an afterthought. No specific averment is made in the written statement and there is no evidence to show that the O.N.G.C. had passed any order regarding Shri D. C. Shukla as per regulation 14(3). The contentions of Shri Gadhia cannot, therefore, be accepted.

6. It was contended on behalf of the workman concerned that he had sent leave applications, one on 12-1-84 and the other on 9-4-84 under certificates of posting. The O.N.G.C. has denied the receipt of these two applications. Now the original certificates of posting have been produced by the 2nd party (Ex. 19 and 20). The post office stamps on these two certificates bear the dates 12-1-84 and 9-4-84. They also bear the names of the addresses. The certificate of 12-1-84 bears the address—"Superintendent Officer, Production Section O.N.G.C., Mehsana Project, Mehsana." The second certificate dated 9-4-84 bears the address—"SE(P) Mehsana Project, Mehsana, O.N.G.C. High way Road, Mehsana." The O.N.G.C. while denying the receipt of these two applications has tried to urge in its written statement that these certificates at Ex. 19 and 20 cannot be said to certain to the leave applications. It may be mentioned that these two certificates have been produced by the second party at the instance of the first party (Vide para 7 of the written statement). The O.N.G.C. has not disproved the veracity of these two certificates. In this connection it would be pertinent to consider the evidence of the Administrative

Officer. In his examination-in-chief, he has stated that normally the leave applications are kept in the personal file of the workman concerned. In this case personal file is not produced. He has also earlier stated :—

(Matter in Regional Language)

The order referred to above is the termination order dated 7-5-84. Shri Kapoor, appearing for the workman had contended that there is a clear admission on the part of the Administrative Officer that the application for leave had been received. I think there is some force in this contention. In cross examination he had stated as follows :

(Matter in Regional Language)

Shri Kapoor urged that there is a clear admission on the part of the Administrative Officer that the workman has given the address of Deesa and Patan. He urged that this evidence supported the contention made on behalf of the workman that leave applications were made on 12-1-84 and 9-4-84. The pleadings of Shri Kapoor have substantial force. The contention of the workman concerned that he made applications for leave on 12-1-84 and 9-4-84 has to be believed. The ONGC had not given any reply to these two applications, but had removed him from service by an order of 7-5-84.

7. It was also contended on behalf of the workman that no show cause notice was issued to him before removing him from service. The ONGC, on the other hand, has stated that a show cause notice was issued to him on 17-4-84. A copy is filed on record. It is a memo and has been worded as follows :

OIL & NATURAL GAS COMMISSION MEHSANA PROJECT

No. MHN/Estt(2(7))/84/3566

Dated : 17-4-1984.

MEMORANDUM

Shri D. C. Shukla, Jr. Technician (Elect.) is absconding from duties with effect from 11-12-83. He is hereby informed that as per Regulation 14(5) of ONGC Leave Regulations, his name will be struck off from the rolls of ONGC on completion of 90 days unauthorised absence.

This may please be treated as a mandatory notice under notice under Regulation 14(5) of ONGC Leave Regulation.
for Project Manager
Mehsana Project

BY REGISTERED POST A.D

Shri Dineshchandra Mathurdas Shukla,

Village: Langhanej

Taluka : Vijapur

District : Mehsana.

Copy to :—

S.E. (P)

for Project Manager,
Mehsana Project.

The workman had also denied the receipt of this memo. The ONGC had produced certain registers (Exs. 48 & 49) to show that this memo was despatched but it has not produced any evidence to show that this memo was actually served on the workman. Shri Kapoor, appearing for the workman had urged that assuming that the memorandum of 17-4-84 had been despatched, it has not been sent to the correct address that the memorandum had been sent to Langhneji Village, Vijapur Taluka, which is not the permanent address of the workman that the final order of 7-5-84 was sent to the workman at Kalol besides Langhneji Village; that no acknowledgement receipt is produced by the O.N.G.C. that it is therefore clear that the workman had not received the memorandum. Shri Kapoor further urged that the union had demanded for production of show cause notice in its application at Ex. 12 (Mem 7) dated 30th November, 1987 but the O.N.G.C. in reply dated 22-12-87 (Ex. 13) had stated that the document was not available; that the copy of the so called show cause

notice has been produced alongwith some other documents much later on 11th March, 1984 (Item 4 of list at Ex. 34); that the copy produced is not the original office copy but only a xerox copy; that these circumstances cast a doubt as to the veracity of the documents. There is substantial force in these contentions. However, it is not necessary to go into details since the memo is not otherwise proper. The said memorandum is issued on 17th April 1984 i.e. after 128 days from 10th December, 1983. The notice merely informs the workman concerned that his name will be struck off from the muster roll on completion of 90 days of unauthorised absence. The next paragraph says that it is a mandatory notice under Regulation 14(5) of the O.N.G.C. leave regulation. A complete reading of the memorandum shows that it cannot be treated as a show cause notice in the true sense of the term. The workman is never asked any explanation and the notice is issued after completion of 128 days. The O.N.G.C. had merely informed the workman that his name will be struck off on completion of 90 days of unauthorised absence. Thus the memorandum is given to him much later than the completion of 90 days and no explanation has been called for from him. In the circumstances, the memorandum cannot be construed as a proper show cause notice.

8. The workman has been removed from service by an order dated 7th May, 1984. Now in this order the following words were initially typed and they have been cancelled in ink "hereby granted 90 days EOL from 11th December, 1983 to 9th March, 1984 and" The entire order as was issued is reproduced hereunder :

**OIL & NATURAL GAS COMMISSION
MEHSANA PROJECT**

No. MHN/Estt/17/13(7)/84/4684 Date : 7-5-84
OFFICE ORDER

Consequent upon his unauthorised absence from duty without prior permission with effect from 11th December, 1983, Shri Dinesh Chandra Shukla, Jr. Tech. (Elect.) is hereby granted 90 days EOL from 11th December, 1983 to 9th March, 1984 and is deemed to have resigned from the services of ONGC with effect from 9th March, 1984 (AN) under Regulation 14(5) of ONGC Leave Regulations, 1968.

Name of Shri Dinesh Chandra Shukla, therefore stands struck off from the rolls of ONGC with effect from 9th March, 1984 (AN).

for Project Manager,
ONGC Mehsana Project.

Incidentally the workman has made his second application for leave on 9th April, 1984. Now there is a document produced by the first party which is like a note addressed to Administrative Officer (Ex. 37). It is signed for the SE(P) and is dated 11th April, 1984. The contents are reproduced below (Ex. 37) :

**OIL & NATURAL GAS COMMISSION
PRODUCTION SECTION
MEHSANA**

Shri D. C. Shukla, Jr. (Elect.) is unauthorised absence w.e.f. 11th December, 1983 to till today. His absence has already been intimated to Accounts Section regularly and his pay and allowances from 11th December, 1983 has been stopped. Hence, it is requested that the action for termination of his services may please be taken immediately.

Sd/-

11-4-1984

for Suptdg. Engineer (Prodn.)

Dated : 11-4-1984.

ADMN. OFFICER (P&A)

No. WM/Prod./ABS/12/84/3852

Copy to :

- (1) PS to PM for information.
- (2) FAO (PCS)
- (3) Per. file.

Sd/-

11-4-1984

for Suptdg. Engineer (Prodn.)

This document seems to suggest that ONGC had decided to take action against the workman after the receipt of the second leave application of 9th April, 1984. The Adm. Officer Shri Balkrishna N. has stated in his examination-in-chief that certain lines have been removed from the order of 7th May, 1984 because it was a typographical error. It is very surprising that in such an important order, a typographical error of such a serious nature can occur. The cancellation of the words changes the whole nature of the case and the plea that it is a typographical error cannot be accepted. Shri Kapoor had also contended that the order of 7th May, 1984 is not signed by the SE(P); that it is signed by a person for the Project Manager. The Adm. Officer who had given evidence before this Tribunal (Ex. 33) has stated in this connection that he has signed the order of 7th May, 1984. Incidentally he has made some contradictory statements in his cross examination. He has stated that he has got the authority to sign this order and that the Project Head had given him this power; in the same breath he has stated that no general authority has been given to him; that in some cases, special authority is given. He has then stated that the appointing authority is the Project Head. There is no documentary evidence brought on record to show that the power of the appointing authority has been delegated to the Adm. Officer, who has admitted having signed the termination order. The order of 7th May, 1984 is, therefore, illegal.

9. The next contention raised by the second party is that action of termination has been taken in violation of the principles of natural justice; that the order of termination of 7th May, 1984 speaks of unauthorised absence from duties without permission from 11th December, 1983 on the part of Shri D. C. Shukla; that this is undoubtedly a misconduct, that the workman concerned has been removed from service without giving him proper opportunity to show cause and in gross violation of the principles of natural justice; that therefore on this ground also the termination of service is illegal. I think there is considerable substance in the contentions of the second party. In this connection, some of the pleadings made by the O.N.G.C., in the written statement would be relevant. They are quoted below :—

Para-3

"His contention that his services have been terminated illegally cannot be agreed to. In fact ONGC has taken action as per ONGC Leave Regulation No. 14(5) in view of his prolonged unauthorised absence from duties."

Para-11

"The Management has not violated any provisions of the Industrial Disputes Act, but because of long and unauthorised absence, i.e. for the lapse of dereliction from duties, the Management has to enforce discipline within the purview of certain Regulation and has acted rightly in terminating the services of the workman and is in persistence with the instructions only, but is not a matter of retrenchment as alleged."

Further, the Note at Ex. 37 quoted in para 8 earlier which is sent to the Administrative Officer by the SE(P) has specifically stated that the workman has been remaining absent unauthorisedly from 11th December, 1983 till the date of that note i.e. 11th April, 1984 and requests for action for termination of his services. The memorandum at Ex. 38 dated 17th April, 1984 (the veracity of which was challenged by Shri Kapoor) also states inter alia that the workman is absconding from duties from 11th December, 1983. The final order issued on 7th May, 1984 begins with the following words :—

"Consequent upon his unauthorised absence from duty without prior permission with effect from 11th December, 1983"

All these factors clearly go to show that action has been taken against the workman for an alleged misconduct. The action is taken without giving a proper opportunity to the workman to show cause and is invalid. The O.N.G.C. was all along relying on Regulation 14(5) but it has already been decided by me in earlier paragraphs that in this particular case the O.N.G.C. was not correct in applying Regulation 14(5) for issuing the order of 7th May, 1984. It has also not bothered to prove misconduct before the Tribunal.

10. The bona fides of the workman appear to be clear. He has produced xerox copy of certificate from Dr. Suresh Gupta, M.D., of Deesa. This certificate is dated 30th January, 1984 and it is stated therein that Shri D. C. Shukla was suffering from infectious Hepatitis and that he was treated from 11th December, 1983 to 30th January, 1984. There is another certificate (copy) dt. 27-7-84 issued by one Dr. R. M. Pandya of Patan, wherein it has been stated that Shri D.C. Shukla was suffering from Pulmonary Koch and was under treatment from 1-2-84 to 26-7-84. Then there is a card (discharge summary) issued by the Nanavati Hospital of Bombay, which shows that the person concerned was operated for some kidney trouble in January-February, 1985. These facts go to show that the workman had been ill for quite some time. His contention that he was sick from 11-12-83 has got to be believed. There is no evidence to the contrary. The workman, after receipt of the order dated 7-5-84 has approached the O.N.G.C. several times for reconsideration of his case. He has made several representations. The workman had made a representation on 21-8-84 to the Project Manager, Mehsana (Ex. 21). He has sent a reminder on 22-2-85 (Ex. 23). On 25-3-85, he has made an appeal for reinstatement to the Group General Manager, O.N.G.C., Baroda (Ex. 24) and also on 30-10-85 (Ex. 25). The ONGC has filed a copy of the Oil and Natural Gas Commission (Conduct, Discipline, Appeal) Regulations, 1976 (Ex. 16). These Regulations provide inter-alia for appeals and also for review by the Commission. However, his case has not been considered at all even though as stated earlier power to review exists under the Regulations of the ONGC.

11. Shri Ghadia, appearing on behalf of the ONGC had cited two judgements. The first is a decision of the Supreme Court in the case of Binny and Co. Ltd. vs. Workmen. (1973 LAB IC 1119), wherein it was held that award for reinstatement and back wages cannot be sustained when the employer lost confidence in such workman. However, the facts in the case of Binny & Co. are entirely different. In that case, the workman who was working in the Bangalore Woollen Cotton Mills was granted 8 days special leave from 12-6-56 as all other leave had been exhausted. The workman instead of proceeding to his village for the purpose for which he had asked for leave remained at Bangalore and had taken part in a hunger strike before the Secretariat along with 3 members of another Association which was not in any way connected with the management or the union. The management having learnt of this from a report in the Newspaper "Decca Herald" and finding that the workman had taken leave on false pretext wrote to the workman informing him that the leave granted to him is cancelled and that he should report for duty at once. The letter was received by the workman on 15-6-1956. The workman however continued the hunger strike and did not report for duty till 28-6-1956. He was treated as having abandoned service under standing orders by absenting himself without leave for 8 consecutive days. An enquiry was also held. A dispute arose and it was referred to the Labour Court. The Labour Court had directed reinstatement with a consolidated sum of Rs. 5,000 as back wages. The Supreme Court had reversed this decision. As stated earlier, the facts are entirely different and Shri Ghadia cannot receive any support from the decision cited.

12. Shri Ghadia then referred to a decision of Delhi High Court in the case of Hamdard Dawakhana (Walf) Delhi vs. D.D. Gupta and Others (1985 LAB IC 325), wherein it was held that sanction of leave is not essential for applicability of penalty of losing lien on employment in case, the workman is absent from service for 12 days after leave. However, this decision is also not helpful to Shri Ghadia as the facts are entirely different. In that case referred to by Shri Ghadia, the standing Orders provided for loss of lien if an employee remained absent beyond the original period of leave and does not report within a specified period etc. The facts in the case of Shri D. C. Shukla are entirely different.

13. To state the main points in brief the ONGC's contention that the option has been taken under Regulation 14(5) of the ONGC Leave Regulation is not sustainable; the legal fiction of resignation from service has not come into play and regulation 14(5) is not applicable. The order of termination is not signed by the proper authority. The

so called show cause notice issued to workman is not a proper show cause notice. The leave applications made by the workman have not been considered. The ONGC has merely denied that the leave applications were not received by it. On the contrary there is sufficient evidence to show that leave applications were sent by the workman. The workman in fact has been punished for an act of him misconduct, but no proper opportunity has been given to him for defence and no misconduct is proved. The workman has produced evidence to show that he was sick for quite some time. He has made several representations to the ONGC after the issue of the impugned order but he had been told that his name is struck off from rolls and that nothing could be done. The action of the ONGC is neither legal nor justified. In the circumstances, the workman will have to be reinstated with continuity of service and back wages. As regards back wages, the workman in his evidence had stated that he is doing some miscellaneous odd job (Electrical) for the past one year and earns Rs. 200 per month. Now in the case of SG Chemicals and Dyes Trading Employees vs. SG Chemicals and Dyes Trading Ltd. and another (v. 69 FJR p. 310) the Supreme Court has observed that the amount secured by the workman by alternate employment during his post-employment need not be taken into account where such amount is not sizable. In the case in question the amount which the workman has admitted to have earned during one year is also a paltry sum. Following the judgement quoted above it would be far if a direction be given to pay him full back wages. I therefore direct as follows :

ORDER

The action of the ONGC in terminating the services of Shri D.C. Shukla, Jr Technician (Elect.) by the Order of 7-5-84 w.e.f 9-3-84 is neither legal nor justified. Shri Shukla shall be reinstated with full back wages. Shri Shukla shall also be given other benefits arising out of service which he would have secured treating himself as never to have been removed from service. The sponsoring union shall also be paid Rs. 750 by way of costs. The arrears payable to the workman concerned arising as a result of these directions shall be paid to him within two months from the date of coming into operation of this award.

Sd/- G. J. Dave

Secretary,

Ahmedabad,

Dated : 4th July, 1988

A. N. RAM,

Industrial Tribunal

[No. L-30012/25/86-D. III(B)]

नई दिल्ली, 23 सितम्बर, 1988

का. आ. 3029 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारत गोल्ड माइन्स लिमिटेड, के. जी. एफ. के प्रबंधन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचपद का प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-88 को प्राप्त हुआ था।

New Delhi, the 23rd September, 1988

S.O. 3029.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Limited, K.G.F. and their workmen, which was received by the Central Government on the 12th September, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT BANGALORE

Dated 2nd September 1988

Central Reference No. 170/87

I PARTY ::

Shri T. Poongan, Asst. Foreman, No. 2, M.R.E. Quarters Koramandal (Post) K.G.F. Karnataka

Vs.

II PARTY :

The Chairman cum Managing Director M/s. Bharat Gold Mines Limited Oorgaum, K.G.F. Karnataka.

APPEARANCES :

For the-I party Shri K. Subba Rao, Advocate
For the II-party Sri K. J. Shetty Advocate

AWARD

By exercising its powers under Section 10 (1) (d) and (2A) of the Industrial Disputes Act, 1947, the Ministry of Labour, Government of India, has made the present reference on the following point of dispute by its order No. 43012/6/86-D. III (B) dated 27-11-1987.

Point of Reference

"Whether the management of Bharat Gold Mines Ltd., K.G.F. is justified in retiring Shri T. Poongan, Asst. Foreman, Nundidoorg Mine, w.e.f. 1-1-1981 ? If not, to what relief the said workman is entitled ?"

2. After the parties appeared, they were called upon to file their pleadings. They have filed their pleadings. A preliminary issue, as shown below was framed, in view of their pleadings.

Preliminary Issue

"Whether the I party workman cannot maintain the reference for the reason that his suit, R.A., and regular second appeal have been dismissed ?"

3. Both the parties did not adduce any oral evidence. Ext. W-1 and M-1 were marked.

4. The parties have been heard.

5. By a considered order dated 20-7-1988, it has been held that the reference is not maintainable for the reason that the I party workman had chosen his

forum before the civil court and he has lost threat. Since the parties were not heard as to why an award should not be passed they were called upon to argue further.

6. The parties have been heard further.

7. The learned counsel for the I party did not make out any other point as to why an award should not be passed.

8. In the result, an award is passed to the effect that the management of Bharat Gold Mines Ltd., K.G.F. was justified in retiring Shri T. Poongan, Asst. Foreman, Nundidoorg Mine with effect from 1-1-1981 and that he is not entitled to any relief, for the reason that he had already chosen his forum before the civil court. The order dated 20th July, 1988 passed on preliminary issue shall form part of the award. It is at Annexure 'A'.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT BANGALORE

Dated the 20th July, 1988

Central Reference No. 17/87

I PARTY

Sri. T Poongan, K.G.F.

Vs.

II PARTY

Chairman cum Managing Director, K.G.F.

Order on Preliminary Issue

On notices being issued to the parties, they have appeared and filed their pleadings.

2. The I party workman contends in his claim statement, inter alia, that the order of retiring him with effect from 1-1-1981, is not valid and that his correct date of birth is 8-10-1930 and that he should be retired only on 31-10-88.

3. In the counter statement filed by the II Party, inter alia it has been contended that the I Party workman had filed a suit in the Court of Munsiff KGF in O.S. No. 396/80 seeking for the same reliefs, and that it was decreed. It is further contended that then the II party had filed an appeal in the court of the Civil Judge KGF at R.A. No. 7/84 and the same was allowed and the suit was dismissed on 18-7-1985. It has been then contended that even before the Hon'ble High Court, the I party workman has not succeeded and he cannot claim the same reliefs before this Tribunal.

4. In view of the said pleadings, the following preliminary issue has been drawn up.

Whether the I party workman cannot maintain the reference for the reason that his suit, R.A. and regular 2nd appeal have been dismissed? It was then posted for the parties to adduce their evidence and argue on the same.

5. Ex. M-1, the judgement in R.A. No. 7/84 of the Court of the Civil Judge KGF is marked as Ex. M-1. The judgement of the Hon'ble High Court of Karnataka in R.S.A. No. 696/85 has been marked as Ex. W-1

6. The parties have been heard.

7. My finding on the said issue is that the I party workman cannot maintain the reference.

REASONS

The learned counsel for the second party has referred to the case of Premier Automobiles Ltd. Vs. Kamlakar Shantaram Wadke (AIR 1975 Supreme Court page 2238) and contended that since, the I party workman had chosen his form and has obtained a decision from the Civil Court, he cannot re-agitate the same points and seek the same reliefs before this Tribunal. In the said authority it has been observed as "If the dispute is an industrial dispute arising out of a right or liability under the general common law and not under the Act, the jurisdiction of the Civil Court is alternative, leaving it to the discretion of the suiter concenterd to choose his remedy for the relief which is competent to be granted".

9. The learned counsel for the second party then cited the case of Sukhiram Vs. State of Haryana (1982 LAB I.C. page 1282). In the said authority it has been laid down that the termination of the services of the workman give rise, to a dispute which arises out of the rights or liabilities accruing to him under the general or common law and even if the Industrial Disputes Act is not on the statute book, the workman had the right to resort to the ordinary Civil Court for redressal of his grievance in regard to the termination of his services. It has been further stated in the authority that since the workman has two alternative remedies, he has the discretion to choose either of them and if he chooses one of the, he cannot again claim to have the second party.

10. In view of the aforesaid authorities it is quite obvious that the I party workman has chosen his remedy on the same grounds and the same reliefs as could be seen from Ex. M.1 and having failed there, he cannot reagitate the same matter before this Tribunal.

11. On pages 7 and 8 of the judgement Ex. M-1 there are the issues and findings recorded by the Munsiff in O.S. No. 396/80. The learned Civil Judge had raised 4 points for his consideration as could be seen from pages 8 and 9 of Ex. M-1. The points raised by him are as follows.

1. Whether the plaintiff-respondent proves that his date of birth is 8-10-1930 and entitled for rectification of the same in the service card?

2. Whether the termination notice dated 1-7-80 issued by the defendant-appellant terminating the services of the plaintiff respondent w.c.f. 1-1-1981 is illegal?

3. Whether there are valid grounds to interfere in the judgement and decree of the learned munsiff?

4. To what order?

12. The learned civil Judge has recorded negative findings on the first 2 points and on the third point he has held that the judgement and the decree of learned munsiff were not sustainable and thus the appeal has been allowed and judgement and decree of the learned munsiff have been set aside.

13. The learned counsel for the I party had produced a certify copy of the judgement passed by the Hon'ble High Court of Karnataka in R.S.R. No. 696/85, Ex. W-1. The judgement reads as follows.

JUDGEMENT

Heard.

1. This appeal is covered by the judgement of this Court in State of Karnataka Vs. Viswanatha Rao, (ILR 1985 Karnataka page 2460). Therein, it has been laid down that such a suit is not maintainable. Therefore the plaintiff/appellant has to fail.

2. Moreover, I find from the facts and circumstances of the case that the plaintiff had the right for enforcement of his remedy either under section 33 C of the Industrial Disputes Act or by raising an industrial dispute. He did not do so. In this view of the matter, the principle laid down by the Supreme Court in the Premier Automobiles Ltd. Vs. Kamlakar Shantharam Wadke, (AIR 1975 Supreme Court page 2238), would also be applicable and the suit would not be maintainable.

3. The appeal is dismissed.

14. As regards observation of the Hon'ble High Court of Karnataka in para 2 shown above, it is to be seen that the authority of the State of Karnaka Vs. Viswanath Rao (ILR 1985 Karnataka page 2460) has been over rules by the authority of State of Karnataka and another Vs. T. Srinivas (AIR 1988 Karnataka page 67). In view of the said authority of state of Karnataka Vs. T. Srinivas it follows that the suit filed by the I party was in order and that the judgement suffered by him as per Ex. M-1, binds him, none-the-less. As regards the 3rd para of the aforesaid judgement, the view taken by this Tribunal is in accordance with the principles laid therein. I am bound by the principle laid down by the Hon'ble High Court of Karnataka in para 3 of the judgement Ex. W-1. For both the reasons the reference cannot be maintained.

15. I have not heard the parties as to why an award should not be passed to the effect that the reference is to be rejected being not maintainable.

16. In the result, it is held on issue No. 1 that the reference is not maintainable. However, the parties are called upon to address as to why an award should not be passed to the effect that the reference is not maintainable and that it should be rejected.

(Dictated to the personal assistant taken down by her, got typed and corrected by me).

B. N. LALGE, Presiding Officer
[No. L-43012/6/86-D-III(B)]

का. घा 3030 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने भारत गोल्ड माइन्स लिमिटेड के प्रबंधन के सम्बन्ध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक, अधीकरण, बंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-88 को प्राप्त हुआ था।

S.O. 3030.--In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bharat Gold Mines Limited and their workmen, which was received by the Central Government on the 12th September, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated the 2nd September, 1988

PRESENT :

Central Reference No. 90/87

I PARTY

Shri I. Wilson Rep. by,
Secretary,
Bharath Gold Mines,
Employees Union (CITU),
Marikuppam P.O.,
K.G.F. 563120.

Vs.

II PARTY

The Chairman-cum-
Managing Director,
B.G.M.L.
Suvarna Bhavan,
Oorgaum P.O. K.G.F.

APPEARANCES :

For the I party Shri V. Gopala Gowda, Advocate.

For the II party Shri K. J. Shetty, Advocate.

AWARD

By exercising its powers under Section 10 (1) (d) and (2A) of the I.D. Act, 1947, Ministry of Labour, Government of India, has made the present reference on the following point of dispute by its order No. L-43012/4/85-D.III (B) dated 27th April, 1987.

2401 GI/88—8

POINT OF REFERENCE

"Whether the termination of Shri I. Wilson by the management of Mysore Mine Nill—Bharat Gold Mines Limited is proper and justified? If not so, to what relief is he entitled?"

2. The I party workman has then filed his claim statement and inter alia, he contends as follows.

His father, late Iruchan was working in the II party as a Machine Mistry. His token No. was 1011. He was declared medically unfit in 1971. Subsequently, he died on 20th June, 1977. Thereafter, he was given employment in the II party as a casual labourer with effect from 17-1-1980. His service record is without blemish. The II party orally refused employment to him with effect from 17-8-1980. The management orally told him that his alleged brother one Johnraj is in the employment of BGML, that his application was sent to the Mysore Mine for verification and a report has been received that he is the son of late Iruchan and the photo of his mother in the application is bogus. It is also stated that Johnraj S/o late Iruchan is in the employment of the BGML. He has not suppressed any fact, when he got the employment. He has not misrepresented in any manner. Iruchan, his father is survived by wife, two sons and three daughters. He is the first son. Henry Doss is his second son. His mother is Papamma alias Papa. It is false that Johnraj is the son of late Iruchan or that he is his brother. He was not given any opportunity to prove that the said Johnraj is not the son of late Iruchan. The action of the II party is illegal. It amounts to retrenchment and the provisions of Chapter VA have not been followed. Hence, it is prayed that he may be reinstated with consequential benefits.

3. The II party management has filed its counter statement and inter alia it is contended as follows.

One Iruchan was employed in the II party from 1-2-1938 to 18-3-1971. On 19-3-1971, he was declared medically unfit. The case of one of his dependents was considered on compassionate ground, without referring to the Employment Exchange. If there was no other earning member in the family and if an employee is declared medically unfit and if he is in indigent circumstances, then a dependent was to be employed. The said scheme came into effect after 1978. In 1980, the I party workman claimed employment on compassionate ground, furnishing information that he is the son of Iruchan who had died on 20-6-1977. Pending verification of the particulars furnished by him, he was taken as a casual labourer. On verification, it was found that his brother by name Johnson who was working in Central Workshop (Mechanical) was already in their service and the photo affixed by him as that of his mother was found to be bogus. Since he had obtained employment fraudulently and since he has not worked even for 6 months as a casual, he was stopped. The Town Administration Department verified the particulars with reference to census book and other documents and the said things were detected. The I party had suppressed the true facts and had given wrong information, while securing the job. In his application, he has stated that Henry is his only brother and he has no sister. By the time the verification work was over, there was no work with the II party and therefore he was stopped. He has worked intermittently as a casual worker. The action of the management does not amount to retrenchment and it does not contravene any provision of the I.D. Act. The reference may be rejected.

4. The management has examined two witnesses and has got marked Exs. M-1 to M-7.

5. The workman has examined himself and Exs. W-1 and W-2 are marked.

6. The parties have been heard.

7. My finding on the point of reference is as follows.

8. The management was justified in terminating the service of I. Wilson and that he is not entitled to any relief.

REASONS

9. MW-2 Shri H. Sannamaligai, is the Personnel Manager of the I party management. He has sworn that the I party workman was appointed as a casual labourer on compassionate grounds. He further explains that appointment on compassionate grounds means providing employment to anyone member of the family of the employee who dies in harness or who is declared medically unfit, and the family thereby becoming indigent. He has further stated that no other member of the said family should have been employed elsewhere and then only a dependent of the employee who has been declared unfit can be employed on compassionate grounds. His evidence further shows that at that time, there was no clear vacancy and therefore he was offered the work of a casual labourer, subject to verification of the information procured by him. Para 2 of his evidence further shows that the attestation form duly filled and signed by him was sent to the administrative department for verification and on due verification, it was found that one person by name Johnraj is his brother and he has been already employed by them in Central workshop and that the photo affixed by him as that of his mother was found to be bogus. In para 4 of his evidence he has stated that Ex. M-4 is the attestation form given by him and since the information given by him was found to be incorrect he was stopped from work. Ex. M-5 is the office note showing that he was ordered to be stopped from work on 4-7-80 and on 21-8-80, the order had come into effect. In para 7 of his evidence MW-2 has sworn that Ex. M-6 is the service card of John Raj, his brother. The signature of Johnraj is to be found at Ex. M-6 (a). The service book Ex. M-6 discloses that Johnraj is the son of James Paul alias Iruchan of Marikuppam village and that his date of birth is 4-6-1944. There is no dispute that he has been employed on 16-10-1970. The learned counsel for the I party strongly contended that the said Johnraj of Ex. M-6 is not the S/o Iruchan, who was the father of the I party workman I. Wilson and that the said Johnraj is the son of James Paul. Ex. M-6 cannot be examined in isolation. Evidentiary value of Ex. M-6 depends upon the other documents and oral evidence produced by the parties. MW-2 Sannamaligai, the Personnel Manager has then sworn that the said Johnraj had furnished particulars for getting a ration card and the said particulars are at Ex. M-7. The evidence of MW-2 discloses that at Ex. M-7(a) there is the name of the I party workman, at Ex. M-7(b) that of his father Iruchan and Ex. M-7 (c) is that of the Johnraj himself. Ex. M-7 (d) is shown to be the signature of Johnraj. In the claim statement itself, it has been stated that the I party has got three brothers. Ex. M-7 shows that the I party Wilson has got three sisters by name Sundraamal, Pushnam and Kanchanadevi and that he has a brother by name Henry. The name of the mother of Wilson has been shown as Para in Ex. M-7. Token number of Johnraj is shown as 4581. Ex. M-6, the Service Book also shows the token number of Johnraj as 4581. The address of Johnraj given in Ex. M-7 is House No. 20, Synide Lane, Marikuppam, K.G.F. The address of John Raj in Ex. M-6 is also shown as Marikuppam. Though the address given by WW-1 the I party workman in his Attestation Form Ex. M-4 is House No. 8, Panjaran Lane, Marikuppam, it has been established from the evidence of MW-1 Viswanath, the Civil Engineer and the entries in the census Ex. M-1(a) that Iruchan and Papa, the parents of I party were living in House No. 20 of Synide Lane, Marikuppam. The other particulars regarding the name of his brothers and sisters shown in Ex. M-1 (a) are almost the same as shown in Ex. M-7. The workman WW-1 Wilson has stated that because his sisters had got married, he did not show their name in Ex. M-4. The proforma of Ex. M-4 does not show that if any sister is married, her name need not be shown. In Ex. M-4 on page 2 in Column No. 4, it has been specifically written by the I party workman that he has no sister at all. The explanation given by him is not convincing. The very fact that the names of the parent and brother Henry and other sisters are the same as shown in Ex. M-1 (a), it is obvious that the names of the members of the family of Johnraj shown in Ex. M-7 and the services record of Johnraj Ex. M-6 pertain to the same Johnraj who is shown as the S/o Iruchan in Ex. M-1 (a). The management has satisfactorily explained the fact that the name of Johnraj shown at the bottom of Ex. M-1 (a) as CW 4581 has been subsequently written at the top because the allotment of the house was transferred in his name after his father Iruchan ceased to be in the service of the BGML.

In para 13 of his evidence MW-2 has sworn that the I party Wilson was not at all entitled to employment on compassionate grounds, since his brother was already in their employment. The proforma Ex. M-4 gives the warning at the top of the form itself that furnishing of false information or suppression of any factual information in the Attestation Form would entail a disqualification and likely to render the candidate unfit for employment. The third warning given in Ex. M-4 is that if any information furnished by the person is found to be false or if any information required to be given has been suppressed, then the service of the person is liable to be terminated. At the end of the form there is a specific verification that the candidate certifies that the foregoing information given by him is correct and complete to the best of his knowledge and belief. In the cross-examination MW-2 has been questioned with reference to the letter of the I party to the A.L.C. K.G.F. MW-2 has admitted that in the said letter, they have explained to the A.L.C. that the I party has been stopped from work, because another son of Iruchan by name Johnraj is already in their service and because the I party workman has given false information in order to secure employment on compassionate grounds. Ex. W-1 supports the evidence of MW-2 that since the very beginning they have raised the contention that the I party workman has secured the employment by making false representation that he has no brother by name Johnraj. The evidence of MW-2 shows that Ex. M-2 is the verification form and from the said verification it is to be found that another son of Iruchan by name Johnraj is already in the employment of the BGML. The rest of the particulars shown in Ex. M-2 confirm with the particulars shown in Ex. M-1 (a). They are also in conformity with the entries made in Ex. M-7. MW-2 has specifically sworn that Johnraj is putting up in the same house where Iruchan was putting up i.e. house No. 2 Synide Lane Marikuppam, K.G.F. The I party has confronted to MW-2, the voter's list of 1983. It has been put to MW-2 that as the Voters list Ex. W-2 and the entry at Ex. W-2(a) Johnraj, son of James Paul is putting up in House No. 20 of Cyanide Lane, Marikuppam, K.G.F. It is important to note that Malliga, the wife of Johnraj is also shown as the resident of the House No. 20. The name of the said Malliga, wife of Johnraj is also to be found in Ex. M-1 (a), Ex. M-2 and Ex. M-7. Since the service book Ex. M-6 shows that Iruchan has another name as Johnpaul also, it is obvious that the service book Ex. M-6 pertains to Johnraj, the brother of the I party Wilson and son of Iruchan. It makes no difference, if Johnraj puts his initials as J. Johnraj, suggesting that his father's name as Johnpaul. The evidence on record satisfactorily explains that Iruchan had also another name as Johnpaul and merely because Johnraj has put his signature in Ex. M-6 as J. Johnraj, it does not mean that he is a different person, unconcerned with the family of Iruchan. MW-2 has stated that Johnraj had given the application Ex. M-7 at the time of his employment. The evidence of MW-2 thus makes out that the I party I Wilson has a brother by name Johnraj and that he was already in service, when Wilson applied for the job.

10. MW-1 Viswanath is the Civil Engineer and he has sworn that he maintains the census book of the houses of the township. He has identified the Census Book Ex. M-1. Para 2 of his evidence discloses that the family particulars of Iruchan and shown at Ex. M-1 (a) and that the particulars of his family are Iruchan, Papammal, wife Sulochana, Johnraj, Pooshanam, Kanchana, Vincent, alias Wilson and Henry. His evidence further discloses that his said house No. 20 of Cyanide Lane has been originally allotted to Iruchan and that subsequently the tenancy has been transferred in the name of his son Johnraj. He further explains that because the tenancy has been transferred in the name of Johnraj, his name has been now shown at the top in Ex. M-1 (a). The evidence of MW-1 then discloses that the verification forms Ex. M-2 was sent to him for verification and then he verified the particulars with reference to Ex. M-1 (a). His evidence further shows that as per Ex. M-3, the I party workman had sought for appointment on compassionate grounds. He has also sworn that the photograph affixed on the application form as that of Papa is not of the mother of Wilson. It was contended by the learned counsel for the I party that MW-1 Viswanath is not the person who has actually visited the House No. 20 and verified the matters and therefore his evidence is of no value. The evidence of MW-1 shows that he has made cross-checking of the entries made by Abdul Sattar, the Chief

Sanitary Overseer and further more he has identified the handwriting and signature of Abdul Sattar. The learned counsel for the I party contended that Abdul Sattar is no more and the evidence of MW-1 has established the fact that the entries made at Ex. M-1 (a) and the report Ex. M-2 are true. Para 14 of the evidence of MW-1 shows that the entries at Ex. M-1 (a) are made by Abdul Sattar at the time of the occupation of the house by the concerned party. Since the writing at Ex. M-1 (a) has been proved to be in the handwriting of Abdul Sattar, and since it has been established that the said census book is kept in the ordinary routine course of business, I find that it shall have to be preferred to the self-serving statements made by WW-1, the workman in Ex. M-3 or M-4. MW-1 has specifically denied the suggestion that he had not made any verification and that Johnraj is not a brother of Wilson. Ex. M-1 (a) and Ex. M-2 substantiate the evidence of MW-1 Viswanath and the said evidence shows that the information given by I party workman in Ex. M-3 and M-4 is not correct.

11. WW-1 the workman Wilson has stated that he is the son of Iruchan and Papa alias Papanmal and he has only one younger brother by name Henry and three sisters by name Suguna, Pushpa and Devi. Some of these particulars are consistent with the names of his brothers and sisters shown in Ex. M-1 (a) and M-2. The learned counsel for the I party contended that a report of the Revenue Inspector dt. 23-6-88 produced by him is admissible in evidence. He was called upon to argue on the point as to how it is admissible in evidence. He has referred to Sections 61, 62, 64 and 71 of the Evidence Act. Section 61 states that contents of documents may be proved either by primary evidence or by secondary evidence. Section 62 states that primary evidence means the document itself. Section 64 deals with the point as to how the documents must be proved. It indicates that the documents must be proved by primary evidence except in the case mentioned thereafter. The I party workman did not produced the author of the said document, viz. the Revenue Inspector and merely because a document is produced, it does not stand proved. Sections 61, 62 and 64 therefore do not help the I party workman. Section 64 deals with documents. Documents forming acts or records of acts are stated to be public documents. It has not been demonstrated as to how an endorsement of a Revenue Inspector can form a public document under section-74 of the Indian Evidence Act and how it can be admitted in evidence without the examination of the Revenue Inspector. Since the document was not duly proved, it has not been marked. It has been suggested to WW-1 that whether the house in which his father was putting up has been transferred in the name of Johnraj, after Iruchan, his father was declared as medically unfit. WW-1 does not deny the said fact. He merely states that he does not know about it. In para 13, he states that some person in the BGML told him that the names of married sisters may not be shown and therefore he did not show their names in Ex. M-4. No such person, who told him like that, has been examined. The evidence of WW-1 is interested testimony and it cannot be preferred to the documentary evidence, such as Ex. M-1 (a), M-2, M-6 and Ex. M-7, which have come into effect at an undisputed point of time. These documents have established the fact that Johnraj is also the son of Iruchan Alias Jamespaul and the brother of I. Wilson.

12. The learned counsel for the I party contended that Johnraj has not been examined, nor his application for appointment has been filed and therefore it is not proved that Johnraj is the brother of I. Wilson. No adverse inference can be drawn against the II party for the non-examination of Johnraj for it is not necessary that the said fact can be proved only by the evidence of Johnraj. The II party has placed documentary evidence and if, in the opinion of the II party, documentary evidence is more trustworthy than oral evidence, it was not necessary to examine him. MW-2 has sworn that the application for appointment of Johnraj is not traceable and for that reason it cannot be said that an adverse inference arises against the II party. The learned counsel for the I party then contended that Johnraj falsely got the name of his father written as Alias Iruchan to get the tenancy right transferred in his name and there is no fraudulent act committed by the I party workman. There is no material placed on record to show that Johnraj has falsely got the name of his father written as Iruchan only to get the tenancy right

transferred in his name. Secondly, the service book Ex. M-6 which has come into existence long before the death of Iruchan disproves the said contention. The learned counsel for the I party then argued that no show cause notice or chargesheet had been issued to the workman and the termination amounts to retrenchment. It has been already observed as to how the II party has been contending throughout that he was terminated from service, because he suppressed true facts and gave false information. It is sufficient if the management puts forth its case of the alleged misconduct and establishes the same in order to justify its action.

13. The fact that the I party workman suppressed true facts and gained employment by fraudulent means has been established by the II party. The action of the II party management cannot be termed as illegal termination of his services. Since the misconduct committed by the I party workman has been established, there was no obligation on the part of the II party to give him further work beyond 17-8-80.

14. The learned counsel for the I party contended that the termination of his services amounts to retrenchment. There is no dispute on the point that he was given work as casual labourer only from 17-1-80 to 17-8-80 for about 7 months. He did not put in any service of more than 240 days in a year next proceeding 17-8-1980. The provisions of Section 2 (OO), 25 F read with section 25 B are not attracted. Even if it is supposed that it was discharge simpliciter there was no obligation on the part of the II party to pay him any retrenchment compensation, for the reason that the termination did not amount to retrenchment as per Section 2(OO) and the Provisions of Section 25F or 25-B or any provision of Chapter 5-A was ever attached.

15. In the result, an award is passed to the effect that the management of the Bharat Gold Mines Ltd. K.G.F. was justified in terminating the services of Shri I. Wilson and that he is not entitled to any relief.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer

[No. 1-43012/4/85-D, III (B)]

का. आ. 3031 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माईन्स लिमिटेड, ओरंगाम के. जी. एफ. के प्रबंधन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-88 को प्राप्त हुआ था।

S.O. 3031.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bharat Gold Mines Limited, Oorgaum, K.G.F., and their workmen, which was received by the Central Government on the 12th September, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM LABOUR COURT AT BANGALORE.

Dated 2nd September, 1988

I PARTY

Sri Nagappa Vs. The Chairman cum
Ex. Machineman Vs. Managing Director,
T. No. 132, Vs. M/s. Bharat Gold Mines,
Doddashinahalli Vs. Limited,
D.C. Hally post Vs. Gurgaum Postfi K.G.F.

II PARTY

Reference No. 119/87

APPEARANCES :

For the I party Mr. Y. Joyel Martin, Advocate.
For the II party Shri K. J. Shetty, Advocate.

AWARD

By exercising its powers under Section 10 (1)(d) of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No. L-43012/15/46-D-III(B) dated 22nd June, 1987.

POINT OF REFERENCE

"Whether the Management of M/s. Bharat Gold Mines Limited, Orgaum Post K.G.F. are justified in dismissing Sri Nagappa, Ex-Machine Man I. No. 132 from the services from 15-9-1978 on alleged theft of GBO pieces? If not, to what relief is the workman entitled to?"

2. On service of notices, the parties have appeared and filed their pleadings.

3. In view of their pleadings, additional issue No. 2 was raised as Annexure A.

4. The parties were called upon to produce their evidence and argue on the same. They have done so.

5. By a considered order dt. 3-6-1988, it has been held or additional issue No. 2 that the reference cannot be maintained. Since the parties had not been heard as to why an award should not be passed accordingly, they have been heard further. The learned counsel for the I party has not made out any substantial point to support his contention that an award cannot be passed. In view of my finding on issue No 2, it emerges that the reference cannot be maintained.

6. In the result, an award is passed to the effect that the management of the Bharat Gold Mines Limited was justified in dismissing Shri Nagappa, Ex. Machine Man T. No. 132 with effect from 15-9-1978, for the reason that the reference cannot be maintained. The order on preliminary issue No. 2 shall form part of the award and it is enclosed.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me).

B. N. LALGE, Presiding Officer
CGIT/Labour Court Bangalore.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL CUM LABOUR COURT AT BANGALORE AT
KGF CAMP

Dated : 3rd Day of June, 1988

Central Reference No. 119/87

I PARTY

Nagappa Vs. Chairman Cum Managing-
Ex. Machineman Vs. Director, M/s. BKMI
T. No. 132, Vs. Corbeum Post,
Doddachinahalli, Vs. K.G.F.
KGF

II PARTY

Order of Preliminary Issue No. 2.

On reference being made to this Tribunal notices were duly served on the parties. They have appeared and filed their pleadings.

2. The I party workman has inter alia, contended that the order of dismissal passed against him, on the allegation that he was in un-authorised possession of GBO pieces of the II party is illegal, that the enquiry held against him is not proper and that he may be reinstated with consequential benefits.

3. The second party has inter alia contended in its counter statement that the I party workman had challenged the order of dismissal in the Court of Munsiff K.G.F. and having filed therein, he had filed an appeal and the appeal was also dismissed and that the present reference cannot be maintained.

4. In view the said pleadings preliminary issue No. 2 as shown below was framed and parties were called upon to produce their documents and argue. The II party has filed the judgement of regular appeal No. 12/85 on the file of the Civil Judge K.G.F.

5. Preliminary issue No. 2:—

Whether the reference is not maintainable as contended in para 1 of the counter statement?

6. The parties have been heard.

7. The learned counsel for the I party contended that the I party workman was not at all guilty of any offence, no proper domestic enquiry was held against him, and that the order of dismissal is illegal. He also contended that if I party workmen had committed any offence of theft, he should have been prosecuted under the I.P.C. or the Mining Act and since there has been no prosecution, it may be held that he is not guilty.

8. The learned counsel for the second party on the other hand contended that the judgement in R.A. No. 12/85 of the Court of Civil Judge shows that he had filed a state in O.S. No. 4786/78 on the file of the Munsiff KGF for a declaration that the order dismissal passed against him by the second party dated 15-9-1978 is void in-operative, wrongful and illegal and that the first party plaintiff was entitled to be treated as on duty and was further entitled to the rights, privileges and emoluments attached to his duty, and for the grant of the said reliefs and having filed in the Civil Court, he cannot re-litigate the same issue. The judgement in R.A. No. 12/85 discloses that the I party workman had sought for the aforesaid reliefs in the court of the Munsiff K.G.F. The learned Munsiff had raised 4 issues as shown below.

(1) Whether the order of dismissal of the plaintiff dated 15th September, 1978 is void, in-operative wrongful and illegal on any of the grounds stated in para 6 of the plaint?"

- (2) Whether the court has no jurisdiction to grant to the plaintiff the relief sought by him, as contended by the defendants ?
- (3) To what reliefs?

Additional issues : Whether plaintiff proves that forfeiture of privileges for past service and dismissal constitute two punishments for the offence alleged?

9. The learned munsiff recorded a negative finding on issue No. 2 and held that the Court of Munsiff had no jurisdiction to entertain the suit. The judgement thus makes it clear that the 1 party workman had misused strongly contended before the court of the Munsiff that the Civil Court had the jurisdiction to entertain his claim. Now, he cannot be permitted to contend that the Civil Court had no jurisdiction. Secondly, whether the Civil Court had the jurisdiction or not is a question of law, and it is not dependant on the consent or otherwise of the parties. The judgement in K.A. No. 12/87 on the file of the Civil Judge K.G.F. further indicates that the trial Court and appellate Court both concurred in the finding that the order of dismissal passed by the second party was not against the principles of natural justice. The appeal has been dismissed. It is submitted in para 2 of the claim statement that the suit filed by him and a subsequent appeal have been dismissed.

10. In the case of Premier automobiles Ltd. Vs. K.S. Wadke (AIR 1975 Supreme Court page 2238), it has been held that if a dispute is an Industrial Dispute arising out of a right or liability under the general common law and not under the Industrial Disputes Act, the jurisdiction of the Civil Court is alternative leaving it to the will of the suitor to choose either of the remedy and seek the relief.

11. In the case of Sukhram Vs. State of Haryana (1982 LAB I.C. page 1282), it has been held that the dismissal of a workman gives rise to a right under the general or common law and the workman has a right to resort to the ordinary Civil Court for the redressal of the grievance in regard to the dismissal and if he has chosen that remedy he account claim the same remedy before the Tribunal under the provisions of the Industrial Disputes Act.

12. In view of both the aforesaid authorities and in the context of the judgement of K.A. 12/87 produce before me, I find that the 1 party workman cannot maintain the reference on the same grounds and for the same reliefs.

13. The learned counsel for the 1 party cited the case of State of Punjab Vs. Onkarnath Joshi plaintiff (AIR 1960 Punjab 8 (V 47 C 4) page 8). The authority is on the point that the workman should be given reasonable opportunity to show cause against the proposed action. The question whether the management has complied with the principles of natural justice or not before his services were terminated has been already a subject-matter of decision by the court of the Munsiff and the Civil Judge, K.G.F. The said contention is no more open for the 1 party. The authority has no bearing on the point at issue.

14. The two authorities shown above make it quite evident that the 1 party cannot maintain the reference. However, I have not heard the parties as to why an award should not be passed accordingly. I find that they should be given further opportunity in that connection.

15. In the result, it is held on Issue No. 2 that the reference cannot be maintained in view of the contentions raised in para 1 of the counter statement. The parties to advance arguments as to why an award should not be passed in accordance with the finding recorded on preliminary issue No. 2.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me).

B. N. LALGE, Presiding Officer

[No. L-43012/15/86-D, III (B)]

Central Reference No. 119/87

ANNEXURE—"A"

Whether the reference is not maintainable as contended in para 1 of the counter statement ?

का. आ. 3032:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार में भारत गोल्ड माइन्स लिमिटेड और ग्राम पोस्ट, के.जी.एफ. के प्रबंधन के सम्बद्ध नियोजकों और उनको कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद से केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पथद का प्रकाशित करती है, जो केन्द्रीय सरकार को 12-9-1988 को प्राप्त हुआ था।

S.O. 3032.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, to the management dispute between the employees in relation to the management of M/s. Bharat Gold Mines Limited, Oorgaum Post, K.G.F., and their workmen which was received by the Central Government on the 12th September, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated : 2nd September, 1988

Central Reference No. 196/87

I PARTY

Shri D. Jinavansa,
Clerk,
Rep. by Organising Secretary,
B.G.M.L. Labour Association,
Oorgaum Post, K.G.F.

Vs.

II PARTY

The Chairman cum,
Managing Director,
M/s. Bharat Gold,
Mines Limited,
Oorgaum Post, K.G.F.

APPEARANCES :

For the 1 party.—Shri V. Gopala Gowda, Advocate.
For the 2 party.—Shri K. J. Shetty, Advocate.

AWARD

By exercising its powers under Section 10 (1)(d) and (2A) of the I. D. Act, 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No. L-43012/14/86-D. III(B) dated 7th December, 1987.

POINT OF DISPUTE

"Whether the management of M/s. Bharat Gold Mines Limited, Oorgaum Post, K.G.F. were justified in transferring the services of Sri D. Jinavansa, Clerk, in Medical Establishment to 2 different places .

(1) Chikinkunta Project, Andhra Pradesh.
Time Office, Mysore Mines without protecting his seniority and his legitimate promotion in the Medical Establishment ? If not, to what relief is the workman entitled to ?"

2. On notices being issued, the parties have appeared and filed their pleadings.

The 1 party Union has, inter alia, contended that the untimely transfers of the workman Shri D. Jinavansa, Clerk has caused him great hardship in as much as he has lost chances of promotion to the 'B' Grade and that the action of the management is illegal and that an award may be passed, directing the management that the transfers were

not legal, without protecting his seniority and that he should be promoted and granted all the other consequential relief, sequential relief.

3. In the counter statement filed by the II party, inter alia, it has been contended that his transfer to Chikirikumta Project work was on account of exigencies of service and that a person senior to the workman has been promoted by the D.P.C. and no mala fide or illegal act has been committed.

4. When the matter was taken up at K.G.F. camp on 9-8-1988, the learned counsel for the II party has filed a memo stating that the workman D. Jinavansa working in Mysore Mines Time Office has been transferred and posted to Medical Establishment with immediate effect and his then seniority has been protected.

5. The learned counsel for both the sides have been heard.

6. Since the management has put it in writing that he has been re-posted to his original place and that his then seniority has been protected, the matter has become infructuous. However, the learned counsel for the I party contended that an award may be passed. I find that there can be no objection for passing an award in terms of the memo filed by the learned counsel for the II party.

7. In the result, an award is passed that since the management of M/s. Bharat Gold Mines Limited, Oorgaum Post, K.G.F. has transferred and posted Shri D. Jinavansa, Clerk to the Medical Establishment with immediate effect and since the II party has undertaken to protect his then seniority, as it existed at the time of his transfer, no specific direction need be issued. The reference is thus closed. The Memo shall form part of the award.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.

B. N. LALGE, Presiding Officer

[No. L-43012/14/86-D.III(B)]

V. K. SHARMA, Desk Officer

BEFORE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BANGALORE

Central Reference No. 196/87

BETWEEN

M.s. Bharath Gold Mines Ltd.,

I Party.

AND

M/s. Bharat Gold Mines Ltd.,

II Party.

MEMO

It is submitted that Mr. D. Jinavansa clerk/cum typist, working in Mysore Mines time office is transferred and posted to medical establishment with immediate effect and his then seniority in the medical establishment is protected.

Bangalore|KGF

Dated.—9-8-1988.

Sd/-

T. R. RAJARAM,

Advocate for II Party

नई दिल्ली, 16 सितम्बर, 1988

का.आ. 3033 :—आंध्र प्रदेश राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री सुशील कुमार के स्थान पर श्री जी. कुमारस्वामी रेड्डी, सचिव, राज्य सरकार, आंध्र प्रदेश को कर्मचारी राज्य बीमा निगम

में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है

अतः, अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 545 (अ) दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकार द्वारा धारा 4 के खण्ड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद 8 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

श्री कुमारस्वामी रेड्डी,
सचिव, राज्य सरकार,
आन्ध्र प्रदेश स्वास्थ्य, चिकित्सा एवं
परिवार कल्याण विभाग,
हैदराबाद।

[संख्या यू-16012/9/87-एस एस-1]

New Delhi, the 16th September, 1988

S.O. 3033.—Whereas the State Government of Andhra Pradesh has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri G. Kumara Swamy Reddy, Secretary to the Government of Andhra Pradesh to represent that State on the Employees' State Insurance Corporation, in place of Shri Sushil Kumar;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely :—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 8, the following entry shall be substituted, namely :—

Shri G. Kumara Swamy Reddy,
Secretary to the Govt. of Andhra Pradesh,
Health, Medical & Family Welfare Department,
Hyderabad.

[No. U-16012/9/87-SS.I]

नई दिल्ली, 19 सितम्बर, 1988

का.आ. 3034 :—तमिलनाडु राज्य सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (घ) के अनुसरण में श्री जे.टी. आचार्य के स्थान पर श्री ए.पी. मुथ्युस्वामी, सचिव तमिलनाडु राज्य सरकार को कर्मचारी राज्य बीमा निगम में उस राज्य का प्रतिनिधित्व करने के लिए नामनिर्दिष्ट किया है ;

अतः, अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण

में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 545 (अ) दिनांक 25 जुलाई, 1985 में, निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(राज्य सरकार द्वारा धारा 4 क खण्ड (घ) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद्द 24 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएंगी, अर्थात् :—

श्री ए.पी. मधुस्वामी
आयुक्त एवं सचिव, तमिलनाडु राज्य सरकार,
श्रम और रोजगार विभाग,
मद्रास।

[संख्या यू-16012/12/87-एस एस-1]

New Delhi, the 19th September, 1988

S.O. 3034.—Whereas the State Government of Tamil Nadu has, in pursuance of clause (d) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri A. P. Muthuswami, Commissioner and Secretary to the Government of Tamil Nadu to represent that State on the Employees' State Insurance Corporation, in place of Shri J. T. Acharyulu;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely:—

In the said notification, under the heading “(Nominated by the State Government under clause (d) of section 4)”, for the entry against Serial Number 24 the following entry shall be substituted, namely :—

Shri A. P. Muthuswami,
Commissioner and Secretary
to the Govt. of Tamil Nadu,
Labour and Employment Department,
Madras.

[No. U-16012/12/87-SS. I]

नई दिल्ली, 21 सितम्बर, 1988

का.आ. 3035 :—केन्द्र सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (ग) के अनुसरण में श्रीमति जानकी कठपालिया के स्थान पर श्री डी.के. सिंह वित्तीय सलाहकार, श्रम मंत्रालय को कर्मचारी राज्य बीमा निगम के सदस्य के रूप में नामनिर्दिष्ट किया है ;

अतः, अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 545 (अ) दिनांक 25 जुलाई, 1985 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “(केन्द्र सरकार द्वारा धारा 4 के खण्ड (ग) के अधीन नामनिर्दिष्ट)” शीर्षक के नीचे मद्द

4 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएंगी, अर्थात् :—

श्री डी.के. सिंह,
वित्तीय सलाहकार,
श्रम मंत्रालय,
भारत सरकार,
नई दिल्ली

[संख्या यू-16012/13/88-एस एस-1]

S.O. 3036.—Whereas the Central Government has in pursuance of clause (c) of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), nominated Shri D. K. Singh, Financial Adviser, Ministry of Labour as member of the Employees' State Insurance Corporation, in place of Shrimati Janaki Kathpalia;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour S.O. No. 545(E), dated the 25th July, 1985, namely:—

In the said notification, under the heading “(Nominated by the Central Government under clause (c) of section 4)”, for the entry against Serial Number 4, the following entry shall be substituted, namely :—

Shri D. K. Singh,
Financial Adviser,
Ministry of Labour,
Government of India,
New Delhi.

[No. U-16012/13/88-SS.I]

का.आ. 3037 :—मैसर्स हिन्दुस्तान कोपर लिमिटेड, 10, कैम्प स्ट्रीट, कलकत्ता-700018 (डब्ल्यू बी/15008) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्यनिधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रेमियम का सन्वाध किए बिना ही, भारतीय जीवन बीमा निगम की जीवन बीमा स्कीम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में जो फायदा उठा रहे हैं वे ऐसे कर्मचारियों को उन फायदों से अधिक अनुकूल हैं जो उन्हें कर्मचारी निधेय सहवृद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के श्रम मंत्रालय को अधिसूचना संख्या का.आ. 1564 तारीख 27-3-1985 के अनुसरण में और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को, 13-4-1988 से तीन वर्ष की

अवधि के लिए जिसमें 12-4-1991 भी सम्मिलित है, उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पश्चिम बंगाल को ऐसे विवरणियाँ भजेंगी और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रमारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के उपड (क) के अधीन सन-सन पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाता, बीमा प्रीमियम का सन्दाय लेखाओं का अन्तरण, निरीक्षण प्रमारों का सन्दाय आदि जो है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा बना अनुमोदित सामूहिक बीमा स्कीम के नियमों को एक प्रति, और जबकभी उनमें संशोधन किया जाए, तथा उक्त संशोधन को प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उक्तको मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रकाशित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी अधिनियम का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उक्तता गान तुल्य बन करेगा और उसको जबतक आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दाय करेगा।

6. यदि सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि को जाने को वावस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवत धारित/नामनिर्देशित को श्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पश्चिम बंगाल के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम, को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या उस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रह की जा सकती है।

10. यदि किसी कारणवश, नियोजक भारतीय जीवन बीमा निगम द्वारा नियत तारीख के भीतर प्रीमियम का सन्दाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निदेशितियों या विधिक धारितों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम, बीमाकृत राशि के हकदार नाम निदेशित /विधिक धारितों को उस राशि का सन्दाय तत्परता से और प्रत्येक दशा में हर प्रकार से पूर्ण दावे की प्राप्ति के एक मास के भीतर सुनिश्चित करेगा।

[एस-35014(60)/85 एच.एस.-IV सु. नं. II]

S.O. 3037.—Whereas Messrs Hindustan Copper Limited, 10, Camac Street, Calcutta-700017 (WB) 15008) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act).

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution of payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme).

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the Act and in continuation of the Government of India in the Ministry of Labour, S.O. 1564 dated the 27-3-1985 and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a further period of three years with effect from 13-4-1988 upto and inclusive of the 12-4-1991.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, West Bengal and maintain such accounts and provide such facilities for inspection as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of Section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishments, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employee's Provident Fund or the Provident Fund of an establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior 2401.GI/88—9

approval of the Regional Provident Fund Commissioner, West Bengal and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of sum assured to the nominee or the legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claims complete in all respects.

[No. S. 35014/60/85-SS-IV (SS-II)
A. K. BHATTARAI, Under Secy.]

नई दिल्ली, 23 सितम्बर, 1988

का. प्रा. 3038--केन्द्रीय सरकार कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 16 की उपधारा के अनुसरण में, श्री एन. व्यास को 5 सितम्बर, 1988 के पूर्वदिन से प्रागामी आदेश जारी होने तक वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी, कर्मचारी राज्य बीमा निगम के रूप में नियुक्ता करती है।

[संख्या ए-12026/5/86 एम एम-1]

New Delhi, the 23rd September, 1988

S.O. 3038.—In pursuance of sub-section 1 of Section 16 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government appoints Shri N. Vyas as Financial Adviser and - Chief Accounts Officer in the Employees' State Insurance Corporation with effect from the forenoon of the 5th September, 1988 until further orders.

[F. No. A-12026/5/86-SS II]

का. प्रा० 3039--केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 16 की उपधारा 1 के अनुसरण में, श्री एन. व्यास के स्थान पर श्री जी. भार. नय्यर को 5

सितम्बर, 1988 के पूर्वार्द्ध में प्राणामी प्रारंभ जारी होने तक बीमा प्राप्त कर्मचारी राज्य बीमा निगम के रूप में नियुक्त करती है।

[संख्या ए. 12026/5/86 एम. एम. - 1]

S.O. 3039.—In pursuance of sub-section 1 of Section 16 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government appoints Shri G. R. Nayar as Insurance Commissioner in the Employees' State Insurance Corporation with effect from the forenoon of the 5th September, 1988 until further orders vice Shri N. Vyas.

[No. A-12026/5/86-SSI]

का. प्रा. 3040.—केन्द्रीय सरकार कर्मचारी भविष्य निधि स्कीम 1952 के पैरा 4 के उप पैरा (1) के अनुसरण में और भारत सरकार के तत्कालीन श्रम और पुनर्वास मंत्रालय (श्रम विभाग) की अधिसूचना संख्या 3037 दिनांक 14 जुलाई, 1983 का अधिक्रमण करते हुए राजस्थान राज्य के लिए एक क्षेत्रीय समिति का गठन करती है। जिसमें निम्नलिखित व्यक्ति होंगे, अर्थात्:

- | | |
|--|--|
| 1. सचिव, राजस्थान सरकार
श्रम विभाग, जयपुर
सदस्य | केन्द्रीय सरकार द्वारा
नियुक्त |
| 2. श्रम आयुक्त
राजस्थान सरकार, जयपुर | राज्य सरकार की सिफारिश पर केन्द्रीय सरकार द्वारा नियुक्त दो व्यक्ति |
| 3. उप सचिव,
वित्त विभाग (व्यय III)
राजस्थान सरकार, जयपुर | |
| 4. श्री टी. सी. जैन,
राजस्थान के नियोजकों का
संगठन,
जयपुर | |
| 5. श्री वी. के. आहुजा
राजस्थान चैम्बर्स आफ कामर्स
एण्ड इन्डस्ट्रीज जयपुर | राज्य में नियोजकों के संगठनों के परामर्श से केन्द्रीय सरकार द्वारा नियुक्त नियोजकों के तीन प्रतिनिधि |
| 6. श्री एस. के. जैन
केसर आफ फेडरेशन आफ
राजस्थान ट्रेड एण्ड ईड-
स्ट्रीज, जयपुर | |
| 7. श्री आनन्द मोहन शर्मा
आई. एन. टी. यू. सी.
डोगी मोहल्ला, व्यावर,
राजस्थान | |
| 8. श्री भवर लाल बफाला
सी. आई. टी. यू.
बी-4, एम. एल. ए. क्वार्टर्स
जयपुर | राज्य में कर्मचारियों के संगठनों के परामर्श से केन्द्रीय सरकार द्वारा नियुक्त कर्मचारियों के तीन प्रतिनिधि |
| 9. श्री ज्ञानदेव आहुजा
बी. एम. एस.
ई-36 चित्ररंजन मार्ग
सी स्कीम, जयपुर | |

[संख्या बी-20012(3)/86-स. सु.-2]

S.O. 3040:—In pursuance of sub-paragraph (1) of paragraph 4 of the Employees Provident Fund Scheme, 1952 and in supersession of the notification of the Government of India in the late Ministry of Labour and Rehabilitation (Department of Labour) S.O. No. 3037, dated the 14th July, 1983, the Central Government hereby sets up a Regional Committee for the State of Rajasthan, consisting of the following persons, namely:—

CHAIRMAN

- Secretary to the Government of Rajasthan, Labour Department, Jaipur. } Appointment by the Central Government.

MEMBERS.

- Labour Commissioner, Government of Rajasthan, Jaipur.
- Deputy Secretary, Finance Department, (Expenditure-III), Government of Rajasthan, Jaipur. } Two persons appointed by the Central Government on the recommendation of the State Government.
- Shri T.C. Jain, Employers Association of Rajasthan, Jaipur. } Three representatives of employers appointed by Central Government in consultation with Organisations of employers in the State.
- Shri B.K. Ahuja, Rajasthan Chamber of Commerce and Industries, Jaipur.
- Shri S.K. Jain, C/o Federation of Rajasthan Trade and Industries, Jaipur.
- Shri Anand Mohan Sharma, I.N.T.U.C., Dogi Mohalla, Beawar, (Rajasthan). } Three representatives of employees appointed by the Central Government in consultation with Organisations of employees in the State.
- Shri Bhanwar Lal Baphana, C.I.T.U., B-4, M.L.A., Quarters, Jaipur.
- Shri Gyan Dev Ahuja, B.M.S. E-56, Chitranganj Marg, C-Scheme, Jaipur.

[No. V-20012(3)/86-SS-II]

नई दिल्ली 27 सितम्बर, 1988

का. प्रा. 3041—कर्मचारी राज्य अधिनियम 1948 (1948 का 34) की धारा 36 के अनुसरण में कर्मचारी राज्य बीमा निगम के वर्ष 1986-87 संबंधी परीक्षित लेखन तथा उनके संबंध में लेखा परीक्षा रिपोर्ट आम सूचना के लिए प्रकाशित की जाती है:

"यहाँ 1986-87 वर्ष संबंधी परीक्षित लेखों तथा उनके संबंध में लेखा परीक्षक की रिपोर्ट सज्जित करें।"

[संख्या जई-16016/4/87-एम.एस.-1]

ए. के. अट्टारगई अवर सचिव

कर्मचारी राज्य बी. निगम

31 मार्च 1987 को समाप्त वर्ष का आय व्यय लेखा

क. आय प्रत्यक्षी (लाख रुपयों में राशि)

1986-87 1985-86

- अंशदान पर आय
(अंशदान पर व्याज को शामिल करने हुए) 3,23,40,38 3,11,60,38

2. ब्याज तथा लाभांश	40,92.10	36,65.24
3. किराया वर तथा कर	11,20.45	9,64.37
4. मुआवजे	2,72.89	5,53.70
5. सहायता अनुदान	—	—
6. निधम द्वारा किराया देय रकम पर प्रारम्भ में किए गए खर्च में विलंबी प्रशासन का भंडार	44.69	40.25
7. विविध	50.64	61.30
जोड़	3,79,21.00	3,64,45.24

अ. धन

1. शिक्षा हितलाभ	"क"	1,15,60.80	96,97.99
2. नकद हितलाभ	"ख"	1,03,34.15	82,69.41
3. अन्य हितलाभ	"ग"	26.30	22.52
4. प्रशासन व्यय			
(क) भ्रष्टाचार		16,13.36	13,65.95
(ख) औद्योगिक भ्रष्टाचार		13,63.00	11,39.00
(ग) अन्य भ्रष्टाचार		4,74.95	3,98.16
5. निम्नलिखित के लिए धन व्यवस्था			
(क) अस्पताल/औषधालयों का मुख्य स्थान		1,07.79	86.93
(ख) अस्पताल/औषधालयों का सम्मान तथा रखरखाव		4,31.15	3,47.71
6. पूंजीगत निर्माण निधि के लिए धन व्यवस्था		16,16.46	15,57.63
7. आकस्मिकता आरक्षित निधि के लिए धन व्यवस्था		1,29.94	27,11.99
जोड़		2,76,47.90	2,56,97.29
ग. क.रा.बी. सामान्य आरक्षित में अंतरित निवृत्त अधिकारी		1,02,73.10	1,08,47.95
कुल जोड़		3,79,21.00	3,64,45.24

(i) मुआवजे कर्मचारी राज्य बीमा अधिनियम के उपबंधों के अधीन उन मामलों में राज्य सरकारों से वसूल की गई राशि के सूचक हैं जिनमें बीमाकृत व्यक्तियों को बीमारी हितलाभ अधिकार भारतीय औसत से अधिक है।

(ii) विविध आय में निम्नलिखित शामिल हैं:—

(क) देय राशि की समय पर भ्रष्टाचारी न कर सकने या अंशदायी स्वीरे न भेजने के लिए निर्णयों पर लगाए गए जुर्मानों से आय, तथा

(ख) अधिक भ्रष्टाचारियों की वसूलियां तथा लेखा-परीक्षा में प्रस्तुत राशि छुट्टी बेलन तथा पेंशन अंशदान केन्द्रीय सरकार स्वास्थ्य योजना में अंशदान आदि।

(iii) प्रशासन व्यय के व्यौरे निम्न प्रकार हैं:

	1986-87	1985-86
(लाख रुपये में)		
(क) वेतन तथा भत्ते	26,17.16	21,37.10
(ख) आकस्मिक खर्च	3,49.20	3,67.85
(ग) अन्य प्रभार	4,74.95	3,98.16
(अनुसूची "ग" देखें)	34,41.31	29,03.11

34.41 36 लाख रुपये का प्रशासन व्यय कुल अंशदायियों का 10.6% तथा कुल राजस्व व्यय का 12.4% है।

(i) पूंजीगत निर्माण आरक्षित निधि अस्पतालों, औषधालयों, कार्यालय भवनों तथा स्टॉक वार्डरो आदि के निर्माण के लिए है। निधि में बकाया राशि के निवेश में प्राप्त ब्याज की प्रलावाहुर वर्ष अंशदान आय का 5% निधि में क्रेडिट किया जाता है। तुलन पत्र के तालिका 1 (ख) भी देखें।

(ii) किसी आपात स्थिति का सामना करने के लिए आकस्मिकता आरक्षित निधि (जिसे पहले आपात आरक्षित निधि कहा जाता था) में क्रेडिट किया गया है। स्थायी समिति तथा निगम की दिनांक 27/28 नवंबर 1980 को सम्पन्न बैठकों में लिए गए निर्णय के अनुसार इस निधि में बकाया राशि केवल 75.00 करोड़ रुपये तक सीमित रखी गई है। वर्ष के दौरान नवम्बर धन व्यवस्था की गई है।

(एस. प्रार. रामचन्द्रन)

नई दिल्ली : छठे वित्तीय सलाहकार एवं दिनांक 31 मई, 1987 मुख्य लेखा अधिकारी

31-3-1987 की स्थिति के अनुसार तुलन पत्र

(लाख रुपयों में राशि)

अनुसूची	31-3-1987 की स्थिति के अनुसार	31-3-1986 की स्थिति के अनुसार
निधियों के अंतर्गत		
1. क. रा. बी. सामान्य आरक्षित	"क" 3,53,69.45	2,57,24.68
2. आरक्षित निधियां	"ख" 6,23,21.99	5,43,40.91
3. जमा	"ग" 1,50.72	1,11.30
	9,78,42.16	8,01,76.89

निधियों का इस्तेमाल

अच्छल परिसंपत्तियां

4. भूमि और भवन तथा स्टाफ कार	"ख" 1,27,21.09	1,15,82.78
5. निर्माणधीन पूंजीगत कार्य	"ग" 60,04.42	50,52.91
निवेश		
6. (i) आरक्षित निधियां	"क" 4,26,25.93	3,67,89.32
(ii) सामान्य रोकड़ रोष	"ख" 3,34,28.06	2,34,34.35
बाह्य परिसंपत्तियां		
पेंशियां		
7. भवनों की सम्पत्ति और		
अभ्युपेक्षण के लिए	"क" 9,86.92	9,29.08
8. अन्य पेंशियां	"ख" 4,09.47	3,09.69
9. हाथ रोकड़/बैंक रोकड़	16,66.27	19,78.86
(जेषण सहित)	9,78,42.16	8,01,76.89

टिप्पणी :

(क) निवेशों में निम्नलिखित शामिल हैं :—

31-3-1987

(लाख रुपये में)

(i) निर्धारित भारक्षित निधियां (अनुसूची-अ) 3,51,25.25

(ii) आकस्मिकता भारक्षित निधि (आपात भार-
क्षित निधि) 75,00.00(iii) क.रा.वा. सामान्य भारक्षित (सामान्य
रोकड़ शोध अनुसूची-ब) 3,34,28.06

जोड़ 7,60,53.90

(ख) बैंकों में रोकड़ (31-3-1987 की स्थिति के अनुमान
1428.93 लाख रुपये) में निम्नलिखित शामिल हैं :—(i) 30 और 31 मार्च, 1987 को बसूली के रूप में
क्षेत्रीय कार्यालय लेखा संख्या एक में बकाया(ii) प्रशासन व्यय तथा दिल्ली में चिकित्सा देख रेख पर
व्यय के लिए क्षेत्रीय कार्यालय/निदेशालय (पक्ष 0) दिल्ली
लेखा संख्या 2 में बकाया(iii) बीमाकृत व्यक्तियों को नकद हितलाभ के भुगतान के लिए
स्थानीय कार्यालय लेखा सं. 2 में बकाया

एम्. आर. रामाचन्द्रन,

हुते वित्तीय सलाहकार एवं

मुख्य लेखा अधिकारी

नई दिल्ली
दिनांक 31 मार्च, 1987

अनुसूची

राशि
(1985-86)
रुपये

चिकित्सा हितलाभ

राशि
(1986-87)
रुपये90,00,15,470 चिकित्सा उपचार तथा प्रसूति सुविधाओं आदि की व्यवस्था पर होने वाले खर्चों में निगम के क्षेत्र के रूप में राज्य
सरकारों की अदायगियां। 1,06,99,57,115

सीधे निम्नलिखित की व्यवस्था पर किया गया व्यय—

6,95,57,886

(i) दिल्ली संघ राज्य क्षेत्र में क.रा.वी. निगम द्वारा चिकित्सा देख रेख तथा प्रसूति सुविधाएं

8,59,23,288

2,25,930

(ii) महाराष्ट्र में बीमाकृत महिलाओं तथा बीमाकृत व्यक्तियों की परिनिर्वासों की प्रसव शुल्क

1,99,470

96,97,89,286

जोड़ 1,15,60,69,873

अनुसूची "ख"

नकद हितलाभों के व्योरे

राशि (1985-86)

विवरण

राशि (1986-87)

रुपये

रुपये

43,58,71,811

(i) बीमारी हितलाभ

53,34,46,176

9,65,914

(ii) परिवार नियोजन के लिए वर्धित बीमारी हितलाभ

8,59,989

3,51,61,266

(iii) विस्तारित बीमारी हितलाभ

3,96,05,869

2,20,05,676

(iv) प्रसूति हितलाभ
(v) अर्पणता हितलाभ

2,88,59,277

13,78,70,920

(क) अस्थायी

16,95,70,874

13,87,06,000

(ख) स्थायी (पूजाकृत मूल्य)

17,80,77,000

5,55,89,000

आश्रितजन हितलाभ (पूजाकृत मूल्य)

8,16,36,000

7,73,070

(vii) अस्पष्ट हितलाभ

13,39,858

82,69,40,657

जोड़

1,03,34,15,043

अनुसूची "ख"

राशि (1985-86)	अन्य हितलाभों के हवाई	राशि (1986-87)
72,198	(i) अर्पण बीमाकृत व्यक्तियों के पुनर्वास पर व्यय	886
6,11,808	(ii) चिकित्सा बोर्ड तथा अपील अधिकारण	7,19,613
6,95,883	(iii) बीमाकृत व्यक्तियों को प्रदायगिता	9,16,329
1,823	(क) मजदूरी खर्च तथा/या मजदूरी की हानि	---
9,39,908	(ख) परिवार नियोजन के अंतर्गत प्रासंगिक व्यय	10,93,237
-----	(iv) विविध	-----
22,51,619	जोड़	26,30,065

अनुसूची "ग"

55555 5555 555

प्रशासन व्यय के हवाई-सम्य खर्च

राशि (1985-86)	विवरण	राशि (1986-87)
रुपये		रुपये
3,15,96,431	(i) निगम के कर्मचारियों के लिए पेंशन आरक्षित निधि के लिए धन-व्यवस्था	3,82,48,539
	(ii) निम्नलिखित के लिए धन-व्यवस्था	
46,66,712	(क) कार्यालय भवनों/स्टाफ क्वार्टरों की मरम्मत व अनुरक्षण।	51,14,320
13,36,458	(ख) कार्यालय भवनों, स्टॉफ क्वार्टरों तथा स्टॉफ कार का मूल्य ह्रास।	15,19,760
7,99,697	(iii) कानूनी खर्च	8,96,144
79,985	(iv) बीमा म्यादालय	81,488
3,49,265	(v) लेखा परीक्षा फीस	6,18,337
1,88,986	(vi) प्रचार तथा विज्ञापन	2,04,836
1,10,154	(vii) छुट्टी वेतन तथा पेंशन अंशदान	1,02,260
2,30,502	(viii) अंतर्राष्ट्रीय सामाजिक सुरक्षा संघ तथा अन्य अंतर्राष्ट्रीय संगठनों को अंशदान	3,83,221
7,031	(ix) क.रा.बी. निगम अंशदायी मरिच्य निधि में निगम का अंशदान	4,301
41,384	(x) अनुकंपा अनुदान	35,922
1,67,328	(xi) मरिच्य निधि जमा से जुड़ी बीमा निधि	1,83,351
125,979	(xii) बैंक लेखे रखने के खर्च	43,938
10,012	(xiii) हानियाँ	20,397
8,937	(xiv) विविध	37,824
-----	जोड़	-----
3,90,15,771		4,74,94,638

अनुसूची "घ"

क 0 रा 0 सामान्य आरक्षित लेखा

राशि 1985-86		राशि 1985-86
रुपये		रुपये
1,56,05,04,237	पिछले सुवन पत्र के अनुसार शेष	2,57,24,67565
1,08,47,95,278	जोड़ भाग व्यय लेखों से अंतर्गत	1,02,73,09,932
-----		-----
2,63,52,99,585		
	घटाएँ/छुट्टी पंचवर्षीय मूल्यांकन रिपोर्ट में उल्लिखित घाटे की प्राप्ति पांच बराबर किस्तों में से तीसरी किस्त के संबंध में निम्नलिखित में समायोजन	
1,63,10,000	(क) स्थायी अर्पणता हितलाभ आरक्षित निधि	1,63,10,000
74,79,000	(ख) आश्रितजन हितलाभ आरक्षित निधि	74,79,000
3,90,43,000	(ग) पेंशन आरक्षित निधि	3,90,43,000
-----		-----
2,57,24,67,565	31-3-1987 की स्थिति के अनुसार शेष	3,53,69,5,497

अनुसूची "क"

भारत निधि

वर्षी	3-3-86 की स्थिति के अनुसार शेष	वर्ष में की गई घन व्यवस्था/ क्रेडिट	निवेशों पर व्याज	सामान्य भारत निधि से प्राप्त राशि	जोड़	वर्ष में की गई प्रदायगियां/ समायोजन	31-3-87 की स्थिति के अनुसार शेष
	रुपये	रुपये	रुपये	रुपये	रुपये	रुपये	रुपये
निर्धारित निधियां							
पूँजीगत निर्माण							
निधि	2,42,92,86,773	16,16,46,200	9,67,24,980	--	2,68,76,57,953	--	2,68,76,57,953
स्वाधीन व्ययगतता							
हितलाभ	79,33,08,408	17,80,77,000	10,00,61,895	1,63,10,000	1,08,79,57,303	11,04,49,884	97,75,07,419
भारत निधि							
भारत निधि							
हितलाभ	44,95,59,323	8,16,56,000	5,66,89,590	74,79,000	59,53,83,943	3,59,29,014	55,94,54,899
भारत निधि							
क. रा. बी. निगम							
भविष्य	13,67,62,983	6,48,28,252	--	--	20,16,01,235	3,57,43,451	16,58,57,7849
निधि (प्रदायगी)							
भविष्य निधि							
सहित)							
क. रा. बी. निगम							
युप बीमा निधि	59,71,924	25,66,127	7,53,350	--	92,91,461	9,25,119	83,66,282
निगम के कार्यालय	1,33,96,106	12,78,580	16,14,558	--	1,64,89,224	2,53,523	1,62,35,701
भवनों की मूल्यह्रास							
भारत निधि							
अस्पताल भवनों							
की मूल्य ह्रास	16,26,99,977	1,07,78,740	1,92,52,194	--	18,27,30,911	9,08,954	19,18,21,957
भारत निधि							
स्टाफ़ कार प्रतिस्थापन	13,10,165	2,41,180	2,27,828	--	22,79,173	92,782	21,86,391
भारत निधि							
कार्यालय भवनों							
तथा स्टाफ़ क्वार्टरों							
की मरम्मत तथा							
अनुरक्षण भारत निधि							
निधि	2,24,24,404	51,14,320	15,94,793	--	2,91,33,517	19,36,974	2,71,96,543
अस्पताल भवनों							
की मरम्मत	40,72,46,583	4,31,14,960	2,96,25,186	--	37,98,86,729	2,21,25,333	35,78,61,396
तथा अनुरक्षण							
भारत निधियां							
कर्मचारियों के							
लिए पेंशन	37,42,19,063	4,48,24,268	4,71,88,178	3,00,43,000	50,52,75,509	1,72,23,218	48,80,52,291
भारत निधि	4,69,70,85,709						5,48,21,98,616
	73,70,05,610	1,29,94,390	--	--	75,00,00,000	--	75,00,00,000
	5,43,40,91,319						6,23,21,98,616

ग्रामसूची "क"

जमा राशि

व्यक्ति	31-3-86 की स्थिति के अनुसार शेष	वर्ष में की गई जमा राशि/क्रेडिट	वर्ष में दिये गये अंतरण समायोजन	31-3-87 की स्थिति के अनुसार शेष
	रुपये	रुपये	रुपये	रुपये
1. प्रतिभूतियों की जमा राशि	14,28,023	9,03,667	7,05,396	16,28,294
2. अन्य पाठियों को देय बिलों से जमा राशि	1,32,689	42,49,408	39,72,403	4,09,594
3. कर्मचारी राज्य बीमा निगम भविष्य निधि में अदायी जमा राशि	16,319	3,430	1,762	17,987
4. विविध जमा राशि	95,53,009	38,41,539	3,77,826	1,30,16,716
जोड़	1,11,29,934	80,00,044	50,57,387	1,50,72,591

ग्रामसूची "ख"

प्रचल परिसम्पत्तियां

व्यक्ति	31-3-86 की स्थिति के अनुसार शेष	वर्ष में वृद्धियां	वर्ष में दी गयी	31-3-87 की स्थिति के अनुसार शेष
	रुपये	रुपये	रुपये	रुपये
भूमि तथा भवन				
(1) निगम के पूर्ण स्वामित्व में—				
(क) कार्यालय भवन	9,33,82,446	2,70,87,291	—	12,04,69,737
(ख) अस्पताल तथा प्रौद्योगिक	1,06,23,93,882	8,64,22,239	—	1,14,88,16,121
(2) निगम तथा राज्य सरकारों के संयुक्त स्वामित्व में	11,85,085	—	—	11,85,085
	13,16,802	4,14,161	92,782	16,38,181
जोड़	1,15,82,78,215	11,39,23,691	92,782	1,27,21,09,124
निर्माणार्थी पूंजीगत कार्य (पूंजीगत निर्माण प्रारंभित निधि से दी गई राशि)	50,52,90,387	21,88,04,094	12,36,52,058	50,04,42,42

ग्रामसूची "ग"

निवेश प्रारंभित निधियां

क्र. सं.	व्यक्ति	31-3-86 की स्थिति के अनुसार शेष	वर्ष में निवेश वृद्धियां	31-3-87 की स्थिति के अनुसार शेष
		रुपये	रुपये	रुपये
निर्धारित निधियां				
1. पूंजीगत निर्माण प्रारंभित निधि		76,70,34,973	4,97,09,614	81,67,44,587
2. स्थायी अर्पणता हितलाभ प्रारंभित निधि		79,35,08,408	18,39,99,011	97,75,07,419
3. प्राश्नितजन हितलाभ प्रारंभित निधि		44,95,59,323	10,98,93,576	55,94,54,899
4. क. रा. बी. निगम भविष्य निधि		13,67,62,983	2,90,94,801	16,58,57,784
5. क. रा. बी. निगम मृग बीमा निधि		59,71,924	23,94,358	83,66,282
6. निगम के कार्यालय भवनों की मूल्यह्रास प्रारंभित निधि		1,28,05,428	25,50,013	1,63,55,441
7. अस्पताल भवनों की मूल्यह्रास प्रारंभित निधि		15,26,75,786	2,24,44,030	17,51,19,816
8. स्टाफ क्वार्टर प्रतिस्थापन प्रारंभित निधि		18,10,165	3,78,226	21,86,391
9. कार्यालय भवनों की मरम्मत व अनुरक्षण प्रारंभित निधि		1,26,46,316	36,08,200	1,62,54,516
10. अस्पताल भवनों की मरम्मत व अनुरक्षण		23,49,32,168	5,27,61,369	28,76,93,537
11. कर्मचारियों के लिए पेंशन प्रारंभित निधि		37,42,19,063	11,38,33,228	48,80,52,291
		2,94,19,26,537	57,06,66,426	3,51,25,92,963
अन्य निधियां				
प्राक्स्थिकता प्रारंभित निधि (प्राप्ति प्रारंभित निधि)		73,70,05,610	1,29,94,390	75,00,00,000

प्रमुखी "न"

कर्मचारी राज्य बीमा सामान्य आरक्षित (सामान्य रोकड़ जोष) निवेश

पिछले तुलनपत्र के अनुसार	2,34,34,35,166
जोड़ : वर्ष में निवेश	1,92,26,65,000
(1) परिपक्वता पर प्राप्त निवेश ()	(—) 33,96,33,097
(2) विभिन्न आरक्षित निधियों में अंतरित निवेश	(—) 58,36,60,819
31-3-87 की स्थिति के अनुसार जोष	3,34,28,06,253

प्रमुखी "त"

प्रस्पताल/औषधालयों/कार्यालयों की मरम्मत तथा अनुरक्षण और विगेष मरम्मत की बाबत पेशगियां

व्यक्ति	31-3-86 की स्थिति के अनुसार जोष	वर्ष में वृद्धियां	वर्ष में समायोजन/ वसूलियां	31-3-87 की स्थिति के अनुसार जोष
मरम्मत तथा अनुरक्षण	रुपये	रुपये	रुपये	रुपये
(क) निगम के कार्यालय	97,78,088	23,25,618	11,61,679	1,09,42,027
(ख) अस्पताल/औषधालय विगेष मरम्मत	7,23,14,415	2,16,20,132	2,37,66,688	7,01,67,859
(क) निगम के कार्यालय	7,99,678	3,43,185	2,53,523	8,80,260
(ख) अस्पताल/औषधालय	1,00,24,191	77,51,387	10,73,437	1,67,02,141
	9,29,07,372	3,20,40,242	2,62,55,327	9,86,92,287

प्रमुखी "ड"
अन्य पेशगियों के व्यौरे

क्र. सं.	व्यक्ति	31-3-86 की स्थिति के अनुसार जोष	वर्ष के दौरान अबायगियां	वर्ष में की गई वसूलियां	31-3-87 की स्थिति के अनुसार जोष
1	विभागाध्यक्ष को स्थायी पेशगी	2,56,724	21,745	412	2,78,037
2	कर्मचारियों के स्थानान्तरण पर वेतन की पेशगियां	8,493	53,186	60,379	1,300
3	कर्मचारियों के स्थानान्तरण पर यात्रा भत्ते की पेशगियां	1,90,191	4,24,552	3,36,036	2,87,707
4	सबारी की खरीद के लिए पेशगी	18,73,263	20,77,696	12,46,195	27,04,764
5	गृह निर्माण पेशगी	2,03,77,985	36,37,598	36,25,876	2,03,89,707
6	स्प्रीडर/पंखा/बाइक पेशगी	31,74,119	45,14,115	47,17,729	29,70,506
7	अन्य विविध पेशगियां	58,02,784	58,58,256	48,86,221	67,74,819
8	1977-78 से पहले महाराष्ट्र सरकार को अस्पताल के निर्माण के लिए कर्ज	92,68,667		17,28,667	75,40,000
		4,09,59,226	1,65,87,148	1,65,99,515	4,08,46,859

कर्मचारी राज्य बीमा भविष्य निधि
31-3-87 की स्थिति के अनुसार आय तथा अबायगियां

आय	राशि	अबायगियां
1 आधि जोष		
कर्मचारियों का अंशदान :		1986-87 वर्ष के दौरान अबायगियों की की गई अबायगी
(1) सामान्य भविष्य निधि	13,63,34,601.32	
(2) अंशदायी भविष्य निधि	5,08,832.20	
	13,68,43,433.72	1 सामान्य भविष्य निधि 3,57,00,987.20
2 वर्ष के दौरान आय		2 अंशदायी भविष्य निधि 38,795.39
कर्मचारियों का अंशदान :		3,57,39,782.59
(1) सामान्य भविष्य निधि	4,79,78,883.21	
	1,13,789.00	
(2) अंशदायी भविष्य निधि	51,441.15	
	4,80,30,324.36	अन्तर्जोष
		1 सामान्य भविष्य निधि 16,55,16,998.96
		2 अंशदायी भविष्य निधि 3,56,056.15

3 व्यापक			16,58,75,055.11
(क) अपने क्षेत्र पर			
(1) सामान्य भविष्य निधि	1,67,84,987.43		
(2) अंशदायी भविष्य निधि	26,687.19	1,68,11,674.62	
(ख) निगम के क्षेत्र पर			
अंशदायी भविष्य निधि	13,457.00	13,457.00	
4 1986-87 वर्ष के लिए			
अंशदान का निगम का क्षेत्र	4,301.00	4,301.00	
5 प्रोत्साहन बोध			
(1) सामान्य भविष्य निधि	9,155.00	9,155.00	
(2) अंशदायी भविष्य निधि			
6 घटाएँ: निम्नलिखित में अंतर्गत राशि			
(क) अर्वाधो जमा राशि			
(1) सामान्य भविष्य निधि	3,430.00		
(2) अंशदायी भविष्य निधि		3,430.00	
(ख) पेंशन प्रारंभित निधि			
(1) सामान्य भविष्य निधि			
(2) अंशदायी भविष्य निधि	84,078.00	94,078.00	
		20,16,14,837.70	20,16,14,837.70

प्राय तथा अर्वाधो जमा राशियों के संबंध में क्रमशः 18,633.15 तथा 1,362.05 रुपये का निवल अंतर निम्न प्रकार है :-

प्राय	सामान्य भविष्य निधि	अंशदायी भविष्य निधि
	(रुपयों में)	
(क) 31-3-86 की स्थिति के अनुसार अंतर	(+) 13,533.35	(--) 1,505.76
वर्ष के दौरान समायोजन	(--) 32,410.75	(+) 1,750.00
31-3-87 की स्थिति के अनुसार निवल अंतर	(--) 18,877.40	(+) 244.25
है, प्राय का निवल अंतर (क)	(--) 18,633.15	
(ख) अर्वाधो जमा राशि		
31-3-86 की स्थिति के अनुसार अंतर	(+) 96,922.57	(--) 4,445.00
वर्ष के दौरान किए गए समायोजन	(--) 93,888.62	(--) 49.00
31-3-87 की स्थिति के अनुसार निवल अंतर	(+) 3,033.95	(--) 14,398.00
31-3-87 की स्थिति के अनुसार अर्वाधो जमा राशियों में निवल अंतर (ख)	(--) 1,362.05	
कुल निवल अंतर ("क"--"ख"--(--))	17,271.10	

लेखाधार गलतियों का पता लगा लिया गया है और उनके समाधान की कार्यवाही की जा रही है।

कर्मचारी राज्य बीमा निगम
के 1986-87 वर्ष के लेखों की

समेकित लेखा-परीक्षा रिपोर्ट

क.रा.बी. निगम की 1986-87 वर्ष की लेखा-परीक्षा रिपोर्ट

1. सामान्य

क.रा.बी. अधिनियम, 1949 के अधीन क.रा. निगम की स्वयंप्रयत्न शक्ति का प्रयोग करने तथा 20 से अधिक व्यक्तियों को नियोजित करने वाले सभी गैर मीसमी कारखानों के कर्मचारियों को बीमारी, प्रसूति तथा रोजगार छोट की प्राकृतिकताओं में कुछेक हित-लाभों की व्यवस्था करने के लिए की गई थी। योजना में 1600/-

रुपये तक मासिक मजदूरी पाने वाले कर्मचारियों को शामिल किया गया है। योजना में चिकित्सा देखरेख तथा उपचार, बीमारी, प्रसूति तथा रोजगार छोट के दौरान नकद हितलाभों और रोजगार छोट के कारण बीमाकृत व्यक्तियों की भुस्तद पर आश्रितों को पेंशन और बीमाकृत व्यक्तियों की अन्त्येष्टि पर व्यय के संबंध में अर्वाधो जमा राशियों की व्यवस्था की गई है। इस योजना के अर्वाधो जमा राशियों के परिवार के सदस्यों के लिए भी चिकित्सा देखरेख की व्यवस्था की गई है।

निगम को केन्द्रीय सरकार से किसी प्रकार की वित्तीय सहायता प्राप्त नहीं होती है। मुख्यालय में लेखों का समेकन 25 क्षेत्रों से प्राय तथा व्यय लेखों की प्राप्ति पर किया जाता है। निगम में प्रशासनिक प्रयोजनों के लिए 18 क्षेत्रीय कार्यालय तथा 3 उप क्षेत्रीय कार्यालय

1985-86 तथा 1986-87 वर्षों में निगम की आय-व्यय का विवरण नीचे दिया गया है :—

क्र.सं.	1985-86 (लाख रुपये में)	1986-87	व्यय	1985-86 (लाख रुपये में)	1986-87
1	2	3	4	5	6
1. नियोजकों तथा कर्म- चारियों के आवासन व आय (अवकाश पर व्याज सहित)	31160	32340	1. बीमाकृत व्यक्तियों तथा उनके परिवारों को हितलाभ क. चिकित्सा हितलाभ		
2. व्याज तथा लाभांश	3665	4092	1. चिकित्सा उपचार तथा प्रसूति सुविधाओं की व्यवस्था पर होने वाले खर्चे		
3. मसाले	551	273	में निगम के गेयर के रूप में राज्य सरकारों को प्रदायगी	9000	10700
4. सहायता अनुदान	--	--	11. (चिकित्सा देख-रेख और प्रसूती सुविधाएं (निगम द्वारा प्रत्यक्ष रूप में किए गए खर्चे)	698	961
5. शिक्षा तथा हितलाभों की वास्तविकता में निगम द्वारा किए गए व्यय में दिल्ली शासन की गेयर	10	15	ख. बीमाकृत व्यक्तियों तथा उनके परिवारों को निगम द्वारा दिए गए तृक एवं अन्य हितलाभ	8292	10361
6. किराया दर तथा कर सहित विविध	1026	1171	2. प्रशासनिक खर्चे	2903	3441
			3. अस्पताल एवं औपचारिकताओं के लिए धनव्यवस्था	435	539
			4. पूंजीगत निवेश आरक्षण निधि तथा आपात आरक्षण निधि के लिए धन-आवस्था	4269	1746
			व्यय की तुलना में अधिक आय	10818	10273
	36445	37921		36445	37921

2. पेशगियों तथा जमा

(1) पूंजीगत व्यय के लिए पेशगी दी गई राशि
(6,004.42 लाख रुपये)

यह राशि राज्य सरकारों/राज्य लोक निर्माण विभागों आदि को
1986-87 वर्ष तक भूमि की खरीद/अस्पतालों, औषधालयों तथा अन्य
भवनो के निर्माण के लिए दी गई पेशगियों की असमायोजित राशि की
सूचक है। निगम द्वारा रखी गई बाकशीट के अनुसार कुल बकाया राशि
के वर्षवार आकड़े निम्न प्रकार हैं :—

पेशगी का अदायगी वर्ष	राशि (लाख रुपये में)
1970-71	128.70
1971-72	31.77
1972-73	26.80
1973-74	13.03
1974-75	29.20
1975-76	19.44
1976-77	22.76
1977-78	18.25
1978-79	103.07
1979-80	76.98

जोड़ 6004.42
घटाएं :— लेखों तथा आडशीट के
बीच असंगतियां (—)
(1979-80)
लेखों के अनुसार 6004.42

निगम ने बताया (नितम्बर 1987) कि 0.34 लाख रुपये के
अन्तर में से 0.33 लाख रुपये के अन्तर का पता लगाया गया है तथा
अगस्त 1987 के लेखों में समायोजित किया गया है। अन्तर का मिलान
किया जा रहा है।

निगम ने यह भी बताया (नितम्बर, 1987) कि 6004.42
लाख रुपये की राशि में से 425.71 लाख रुपये की राशि 1987-88
वर्ष में समायोजित की गई है तथा बाकी राशि के समायोजन के लिए
सभी प्रयास किए जा रहे हैं।

यह भी पाया गया कि 16 राज्यों/क्षेत्रों में से 13 में 31 मार्च, 1987 की स्थिति के अनुसार असमायोजित रही पेशगी की कुल राशि 1.85 करोड़ रुपये से 12.68 करोड़ रुपये के बीच अलग-अलग थी। (व्योरे अनुसूच "क" में देखिए)।

31-3-87 की स्थिति के अनुसार 6004.42 लाख रुपये की बकाया पेशगी राशि के व्योरे इस प्रकार है :—

	(लाख रुपये में)
(i) पूरे किए गए कार्य	2726.23
(ii) निर्माणाधीन कार्य	2709.85
(iii) भूमि	568.34
जोड़	6004.42

उपर्युक्त राशि का समायोजन न होने का कारण पूरे किए गए कार्यों के संबंध में व्यव विवरण और खरीदी गई भूमि के शिफ्टी विवेक/मूल रसीदे प्राप्त न होना बताया गया।

कार्यालय भवनों, अस्पतालों तथा औपचारिकों की मरम्मत तथा रख-रखाव के लिए पेशगियां।

निगम के अस्पतालों/औपचारिकों तथा अन्य कार्यालय भवनों की मरम्मत तथा रख-रखाव और विशेष मरम्मत के लिए राज्य सरकारों/राज्य लोक निर्माण विभागों आदि की दी गई पेशगियों के संबंध में 31 मार्च, 1987 की स्थिति के अनुसार 986.92 लाख रुपये की राशि बकाया थी। तथापि, पेशगियों की आडशीट के अनुसार 987.12 लाख रुपये की राशि बकाया थी जिसके वर्षवार आंकड़े नीचे दिए गए हैं :—

वर्ष	असमायोजित राशि (लाख रुपये में)
1978-79	107.29
1979-80	34.48
1980-81	51.64
1981-82	62.19
1982-83	50.71
1983-84	70.21
1984-85	205.25
1985-86	134.56
1986-87	270.79
जोड़	987.12

वर्ष में 0.25 लाख रुपये से अधिक पेशगियों के राज्य/क्षेत्रवार आंकड़े अनुसूच "ख" में दिए गए हैं।

निगम ने बताया (सितम्बर, 87) कि क्षेत्रीय निदेशक राज्यों में विभिन्न निर्माण एजेंसियों की वार्षिक मरम्मत आदि के लिए पेशगी प्रदायगियां करते हैं तथा पेशगियों के समायोजन के लिए वे ही लिखा पत्री करते हैं।

(3) विविध पेशगियां (67.75 लाख रुपये)

उपर्युक्त राशि में से 66.01 लाख रुपये की राशि आपूर्तियों और सेवाओं के लिए विभिन्न पार्टियों को तथा छुट-पुट वर्क आदि के लिए क्षेत्रीय कार्यालयों को दी गई असमायोजित पेशगियों की सूचक है।

विभिन्न पार्टियों का असमायोजित पेशगियों के वर्ष-वार आंकड़े नीचे दिए गए हैं :—

वर्ष	(लाख रुपये में)
1978-79	5.78
1979-80	0.93
1980-81	1.08
1981-82	1.71
1982-83	1.20
1983-84	1.07
1984-85	2.51
1985-86	6.26
1986-87	45.49
जोड़	66.01

असमायोजित राशि के वर्षवार व्योरे नीचे दिए गए हैं :—
राशि (लाख रुपये में)

क. स्टोर नियन्त्रक	8.83
ख. केन्द्रीय लोक निर्माण विभाग/ लोक निर्माण विभाग	0.11
ग. नियन्त्रक मृदण तथा लेखन सामग्री	0.75
घ. क्षेत्रीय निदेशक तथा अन्य कार्यालय	22.37
ङ. सम्पदा निदेशक	0.02
च. पोस्ट मास्टर/नगरपालिका समितियों/स्थानीय	0.50
छ. कानूनी खर्च	5.05
ज. एस्तिक विभागीय कंस्टीन	0.10
झ. अन्य	28.28
जोड़	66.01

निगम ने बताया (सितम्बर, 1987) कि इनमें से कुछेक पेशगियां प्रदाय राशियों के रूप में हैं तथा 66.01 लाख रुपये में से 1987-88 वर्ष के दौरान अभी तक 21.44 लाख रुपये की राशि का समायोजन किया जा चुका है।

(ख) पिछले वर्षों के दौरान विभिन्न क्षेत्रों में हुई चोरी, खोसा घड़ी, गन आदि के कारण हानियों से संबंधित "विशेष पेशगी" शीर्ष के अन्तर्गत 1.74 लाख रु. की राशि बक की गई थी। प्रत्येक मामले के व्योरे मुख्यालय में उपलब्ध नहीं थे। यह बताया गया कि ऐसे आंकड़े क्षेत्रीय कार्यालयों में रक्के गए हैं। निगम ने बताया (सितम्बर, 1987) कि इन पेशगियों का समायोजन न्यायालय मामलों का निवटान हो जाने या पुलिस से अन्तिम रिपोर्ट प्राप्त हो जाने के बाद किया जा सकेगा।

(4) विविध जमा राशि (130.16 लाख रुपये) लेखा आंकड़े 130.17 लाख रु. तथा आडशीट आंकड़े 130.16 लाख

"विविध जमा" में "अवशोषित प्राप्तियां" (97.60 लाख रुपये) माइनस "अवशोषित प्रदायगियां" (3.57 लाख रुपये) जमा अन्तर्राष्ट्रीय भूमि संगठन से प्राप्त जमा राशि (34.00 लाख रुपये), अनिश्चित महंगाई भत्ते की प्रदायगी (0.37 लाख रुपये) तथा "अन्य जमा"

शीर्ष के अन्तर्गत "विविध जमा" (2.50 लाख रुपये) का जोड़ शामिल है।

"विविध जमा" के वर्ष-वार व्यौरे नीचे दिए गए हैं :—

वर्ष	राशि (लाख रुपयों में)
1984-85 तक	71.59
1985-86	17.16
1986-87	41.41
जोड़	130.16
सेखों के अनुसार	130.17
अन्तर	0.01

निगम ने बताया (सितम्बर, 87) कि अन्तर का पता लगा लिया गया है तथा 1987-88 वर्ष में समाधान कर दिया जाएगा।

3. लेखा परीक्षा प्रमाण-पत्र प्राप्त न होने के कारण समायोजन के लिए बाकी 42,088.84 लाख रुपये की "लेखागत सहायता"

बीमाकृत व्यक्तियों तथा उनके परिवारों को दिए गए शिक्षा हितसाधों की लाग के संबंध में विभिन्न राज्य सरकारों को उनके क्षेत्र के रूप में 1986-87 तक भुगतान की गई "लेखागत" प्रभावगियों में से 31-3-1987 की स्थिति के अनुसार लेखा परीक्षा प्रमाण पत्रों द्वारा समर्थित लेखा-परीक्षित विवरण प्राप्त न होने के कारण 42,088.84 लाख रुपये की राशि बकाया थी जिसके व्यौरे नीचे दिए गए हैं :—

वर्ष	31-3-1986 को बकाया राशि	1986-88 के दौरान निपटाई गई राशि	31-3-1987 को बकाया राशि
	(लाख रुपयों में)		
1973-74	7.20	—	7.20
1974-75	9.00	—	9.00
1975-86	112.74	—	112.74
1977-78	267.38	—	267.38
1978-79	1822.96	—	1822.96
1979-80	1425.87	—	1425.87
1980-81	1806.55	—	1806.55
1981-82	4246.30	—	4246.30
1982-83	4472.25	391.48	4080.77
1983-84	5333.46	382.05	4951.41
1984-85	7341.86	2013.85	5328.01
1985-86	8331.65	483.50	7848.15
1986-87	—	—	10182.50
जोड़	35177.22	3270.88	42088.84

इन पेसगियों को समायोजित करने के लिए कोई प्रभावी कार्रवाई नहीं की गई। 1973-74 से 1981-82 वर्ष के दौरान बाह्य राज्यों को दी गई 9898.00 लाख रुपये की पुरानी पेसगियों में से 1986-87 वर्ष के दौरान किसी राशि का समायोजन नहीं हुआ। निगम ने बताया (सितम्बर, 1987) कि राज्य सरकारों से निगम को इन पेसगियों का नियमन करने के लिए व्यय के लेखा परीक्षित विवरण भेजने का अनुरोध किया गया है।

4. अंशदानों के बकाया

कारखानों/स्थापनाओं के नियोजकों/कर्मचारियों से वसूली योग्य अंशदानों के बकायों की स्थिति सन् 16 क्षेत्रीय कार्यालयों तथा 4 उप-क्षेत्रीय कार्यालयों के संबंध में उपलब्ध थी। 25133 कारखानों/स्थापनाओं के नियोजकों/कर्मचारियों से वसूली के लिए कुल मिलाकर 75,33.56 लाख रुपये की राशि प्रतिरक्षित थी। उन कारखानों/स्थापनाओं की संख्या सहित क्षेत्र/उप-क्षेत्रवार व्यौरे निम्न प्रकार हैं जिन से उक्त अंशदान प्राप्त हैं :—

राज्य/क्षेत्र/उप-क्षेत्र	नियोजकों की संख्या (चूककर्ता कारखानों/स्थापनाएं)	अंशदान के बकाया
	(लाख रुपयों में)	
1. भारत प्रदेश	2428	359.63
2. असम	525	63.54
3. बिहार	827	408.04
4. दिल्ली	1216	141.64
5. गुजरात	1775	290.85
6. हरियाणा	1574	253.90
7. कर्नाटक	1412	176.55
8. केरल	1551	384.21
9. मध्य-प्रदेश	1032	655.92
10. बम्बई	2270	1065.56
11. नागपुर	327	107.64
12. पूना	1498	142.65
13. गोवा	54	12.98
14. उड़ीसा	169	62.04
15. पंजाब	2192	331.58
16. राजस्थान	1269	200.19
17. तमिलनाडू	2374	332.55
18. पांडिचेरी	51	5.43
19. उत्तर प्रदेश	575	438.39
20. पश्चिमी बंगाल	2014	2019.28
जोड़	25133	7533.56

25133 कारखानों/स्थापनाओं में से केवल 39 कारखानों/स्थापनाओं पर 2272.35 लाख रुपए बकाया थे। 100/- लाख रुपए, 50/ लाख रुपए तथा 25/- लाख रुपए से अधिक के बकायों के चूककर्ता इन कारखानों के चलन-मालम आंकड़े निम्न प्रकार हैं :—

कारखानों/स्थापनाओं की संख्या

100 लाख रुपए से अधिक के चूककर्ता	8
50 लाख रुपए से अधिक के चूककर्ता	13
25 लाख रुपए से अधिक के चूककर्ता	20
जोड़	39

निगम ने बताया (सितम्बर, 1987) कि इन राशि की वसूली के लिए राज्य सरकारों तथा केन्द्रीय सरकार के विभागों का सहयोग प्राप्त करने के प्रयास किए जा रहे हैं।

5. हजाने

कर्मचारी राज्य बीमा निगम अधिनियम तथा इसके अधीन बनाए गए विनियमों के अन्तर्गत निगम उन नियोजकों से बकायों की राशि के बराबर तक हजाने वसूल करने के लिए समक्ष है जो निर्धारित अवधि के अन्तर्गत अंशदाता नहीं देते हैं और यह हजाने पूराजत्व के बकायों की तरह वसूल किए जा सकते हैं। इस संबंध में निम्नलिखित तथ्य जानकारी में आए हैं।

(क) 31-3-87 की स्थिति के अनुसार 1094 लाख रुपए की कुल राशि हजानों के रूप में विभिन्न राज्यों/क्षेत्रों में बकाया थी। बकाया राशि के वर्षवार भारों नीचे दिए गए हैं:—

वर्ष	31-3-87 की स्थिति के अनुसार बकाया हजानों की राशि
	(लाख रुपयों में)
1975-76	0.33
1976-77	22.47
1977-78	54.84
1978-79	87.40
1979-80	136.43
1980-81	203.17
1981-82	115.42
1982-83	136.89
1983-84	40.22
1984-85	95.95
1985-86	108.98
1986-87	91.09
जोड़	1094.00

निगम ने बताया (सितम्बर, 1987) कि अधिकांश मामलों में बकाया हजानों की राशि की वसूली निम्नलिखित कारणों से नहीं की जा सकी:—

(i) मामले न्यायालयों में विचाराधीन होना तथा (ii) बूककर्ता नियोजकों की वित्तीय, कठिनाइयां होना जिनके पास ऐसी परिसम्पत्तियां नहीं हैं जिन्हें प्रमाण-पत्र प्राधिकारियों द्वारा कुर्क किया जा सके।

निगम ने बताया (सितम्बर, 1987) कि संभव होने पर वसूली के लिए राज्य के राजस्व प्राधिकारियों के माध्यम से प्रयास किए जा रहे हैं।

6. ठिकी राशि

नियोजक के अंशदाताओं की वसूली न होने की स्थिति में निगम कर्मचारी राज्य बीमा अधिनियम, 1948 की धारा 75 (2) के अन्तर्गत बूककर्ता नियोजकों के विरुद्ध कर्मचारी बीमा न्यायालयों से ठिकी जारी कराने के लिए समक्ष है। 31 मार्च, 1987 की स्थिति के अनुसार कर्मचारी राज्य बीमा निगम के पास 37.43 लाख रुपए की कुल ठिकी बकाया थी जिसके वर्षवार भारों निम्नलिखित हैं:—

ठिकी का वर्ष	राशि (लाख रुपयों में)
1970-71	14.25
1971-72	0.20
1972-73	1.70
1973-74	0.85
1974-75	1.21

1	2
1975-78	0.79
1976-77	4.34
1977-78	1.22
1978-79	0.04
1979-80	1.26
1980-81	0.14
1981-82	0.23
1982-83	3.38
1983-84	0.29
1984-85	0.94
1985-86	3.10
1986-87	3.48
	37.43

चिन्ते तीन वर्षों के दौरान ठिकी राशि की वसूली की प्रगति स्थिर रही जैसा कि नीचे दिए गए विवरण से स्पष्ट है:—

राज्य	नावसूल राशि		
	31-3-1985 की स्थिति के अनुसार	31-3-1986 की स्थिति के अनुसार	31-3-87 की स्थिति के अनुसार
	(लाख रुपये में)	(लाख रुपये में)	(लाख रुपये में)
गुजरात	2.50	2.50	2.50
मध्य प्रदेश	8.23	8.23	8.23
पश्चिमी बंगाल	2.50	2.50	2.50

निगम ने बताया (सितम्बर, 1987) कि क्षेत्रीय निदेशकों को अनुदेश जारी किए जा चुके हैं कि इन मामलों का प्राथमिकता के आधार पर निर्णय कराना सुनिश्चित करें।

7. कारखानों/स्थापनाओं का निरीक्षण/सर्वेक्षण (क) योजना में निश्चित रूप से शामिल सभी कारखानों/स्थापनाओं का वर्ष में एक बार निरीक्षण किया जाता अपेक्षित है। वर्ष 1986-87 में निरीक्षण किए जाने वाले कारखानों/स्थापनाओं की कुल संख्या 1,42,731 थी। मार्च 1987 तक निरीक्षण के लिए बांधी रहे कारखानों/स्थापनाओं की संख्या 28092 थी। मध्य प्रदेश क्षेत्र में दो कारखानों का 1975 से निरीक्षण नहीं किया गया।

(ख) निगम को योजना के अधीन न आए कारखानों/स्थापनाओं का प्रत्येक दो सप्ताहवार वर्षों में एकवार सर्वेक्षण कराना अपेक्षित है। 1986 तक सर्वेक्षण के लिए अपेक्षित 23493 कारखानों/स्थापनाओं में से 31 मार्च, 1987 तक सर्वेक्षण न कराए गए कारखानों/स्थापनाओं की संख्या 4695 थी। कर्मचारी राज्य बीमा अधिनियम, 1948 के अधीन योजना में अज्ञित व्यक्ति के लिए मामलों की कुल संख्या 27,148 है।

निगम ने बताया (नवम्बर, 1987) कि पूर्ववर्ती वर्षों के 28092 बकाया निरीक्षणों में से अग्रे, 1987 से जून, 1987 तक की अवधि के दौरान 8609 निरीक्षण किए जा चुके हैं।

8. 163.78 लाख रुपए की निधियां बसाक करना।

निगम ने 1982 से 1987 तक की अवधि के दौरान 163.78 लाख रुपए की लागत पर 59 छापी बूकबंद करीये। 11 छापी बूकबंदों के संबंध में विभिन्न क्षेत्रों में कर्मचारी राज्य बीमा अस्थापन, औद्योगिक

तथा स्टाफ क्वार्टरों आदि के निर्माण के लिए 779-72 लाख रुपये की राशि के नकशे तथा प्राक्कलन मंजूर किए जा चुके हैं। शेष 48 भूखण्डों के बारे में निगम ने बताया (सितम्बर-1987) कि ये निम्नलिखित कारणों से खाली पड़े हैं:-

खरीद की प्रवधि	भूखण्डों की संख्या	लागत (लाख रुपये में)	कारण
1962-68	2	2.14	भूमि पर अनधिकृत कब्जा है।
1983-86	3	4.63	निगम को अभी तक कब्जा नहीं मिला।
1982-84	2	9.27	भूमि उपयुक्त नहीं है।
1965-85	8	13.17	भूमि पर मुकदमेवाजी चल रही है।
1975-86	27	100.95	नकशे तथा प्राक्कलन प्राप्त नहीं हुए।
1977-85	4	28.87	नकशे तथा प्राक्कलन की जांच की जा रही है।
1965-72	2	4.75	कर्मचारी राज्य बीमा योजना अभी तक कार्यान्वित नहीं हुई
48		163.78	

(1) कोहापुर में 100 बिस्तर वाले कर्मचारी राज्य बीमा अस्पताल तथा स्टाफ क्वार्टरों का निर्माण।

कर्मचारी राज्य बीमा अस्पताल, कोहापुर के लिए अर्जित भूमि की चारदीवारी के निर्माण के लिए सितम्बर, 1985 में कार्यकारी इन्जीनियर राज्य लोक निर्माण विभाग, कोहापुर को 5.02 लाख रुपये की पेशगी दी गई थी हालांकि बड़े वर्ष से अधिक प्रवधि गुजर गई है लेकिन राज्य लोक निर्माण विभाग ने चार दीवारी का निर्माण शुरू नहीं किया है क्योंकि अस्पताल भूखण्ड से गुजरने वाली 50 फुट की सड़क को साइवर्ड करने

लिए सरकार के आदेश जारी नहीं हुए हैं। (सितम्बर, 1987) जिसके परिणामस्वरूप निगम की 5.02 लाख रुपये की राशि का अनावश्यक रूप से ब्लाक हो गई है।

9. अचल सम्पत्ति के अधिकारे रिकार्ड-भूमि और भवन

31 मार्च, 1987 की स्थिति के अनुसार तुलन-पत्र में 1,27,04.71 लाख रुपये की भूमि तथा भवन दिखाए गए हैं। भूमि तथा भवनों का रजिस्टर पूरा नहीं किया गया जिसके परिणामस्वरूप तुलन-पत्र में दिखाई गई परिसम्पत्तियों के मूल्य का लेखा-परीक्षा में सत्यापन नहीं किया जा सका। इसका उल्लेख पिछले वर्षों की लेखा परीक्षा रिपोर्टों में भी किया गया था। निगम ने बताया (सितम्बर, 1987) कि अस्पताल/औषधालयों के लिए 520 परियोजनाओं में से 503 परियोजनाओं के संबंध में प्रविष्टियां पूरी कर ली गई हैं। समेकित रजिस्टर बनाने का काम प्रगति पर बताया गया (सितम्बर, 1987)।

हस्ता/-

नई दिल्ली
दिनांक 30-11-87

(प्रार. कुमार)
प्रधान निदेशक, लेखा परीक्षा
केंद्रीय राजस्व-1

लेखा परीक्षा प्रमाण-पत्र

मैंने कर्मचारी राज्य बीमा निगम के 1986-87 वर्ष के लेखों और तुलन-पत्र की जांच कर ली है। मुझे सभी संबंधित सूचना और स्पष्टीकरण प्राप्त हो गए हैं और संलग्न लेखा परीक्षा प्रतिवेदन में अभ्युक्तियों के अधीन रहते हुए अपनी लेखा परीक्षा के परिणामस्वरूप में प्रमाणित करता हूँ कि मेरी राय में और मेरी सर्वोत्तम जानकारी और मुझे दिए गए स्पष्टीकरणों और निगम की बहियों में किए गए उल्लेख के अनुसार ये लेख और तुलन-पत्र उद्भूत रूप से तैयार किए गए हैं और निगम के कार्यकलापों का सही और उचित रूप प्रस्तुत करते हैं।

नई दिल्ली
दिनांक: 30-11-87

हस्ता/-
निदेशक
लेखा परीक्षा, केंद्रीय राजस्व-1
नई दिल्ली

अनुबन्ध-क

31-3-1987 की स्थिति के अनुसार कर्मचारी राज्य बीमा परियोजनाओं के निर्माण के सम्बन्ध में बकाया पेशियों का वर्षवार तथा राज्यवार विवरण

वर्ष	आवक्यप्रदेश	अंशम	बिहार
1970-71 तक	11,03,668-49	--	15,33,654-81
1971-72	11,19,040-33	--	--
1972-73	1,35,890-52	--	--
1973-74	299-50	--	--
1974-75	77,202-86	--	--
1975-76	4,422-07	--	--
1976-77	65,861-00	--	--
1977-78	29,889-32	--	--
1978-79	71,934-64	--	500-00
1979-80	--	--	4,65,737-48
1980-81	--	4,12,241-17	2,078,100
1981-82	6,99,390-89	1,360-86	4,38,219-00
1982-83	--	--	2,32,911-10
1983-84	36,59,721-60	--	8,94,691-25
1984-85	16,05,380-36	1,73,133-08	2,62,563-00
1985-86	80,24,816-00	22,15,989-71	26,62,537-41
1986-87	81,81,487-00	14,00,000-00	2,90,500-00
योग	2,47,68,984-08	42,02,724-80	87,68,441-05

वर्ष	दिल्ली	गुजरात	हरियाणा
1970-71 तक	--	10,97,823-09	7,13,961-47
1971-72	--	55,500-85	--
1972-73	--	30,740-68	5,200-00
1973-74	--	67,451-37	95,714-36
1974-75	--	71,820-72	3,31,533-31
1975-76	--	1,59,860-78	2,18,157-75
1976-77	--	3,24,558-17	2,21,330-00
1977-78	--	3,58,982-66	13,189-85
1978-79	--	81,089-61	2,52,000-00
1979-80	--	7,02,457-95	7,82,612-00
1980-81	--	16,39,847-72	9,82,399-50
1981-82	58,91,686-08	38,40,777-65	10,63,582-78
1982-83	--	66,64,889-72	9,39,172-00
1983-84	--	--	1,54,393-17
1984-85	3,29,23,802-10	--	77,75,970-00
1985-86	4,36,07,858-11	89,29,880-51	12,87,828-75
1986-87	4,48,03,497-73	69,56,635-00	36,08,817-47
जोड़	12,68,26,924-02	3,09,81,694-78	1,84,96,648-91
वर्ष	कर्नाटक	केरल	मध्य प्रदेश
1970-71 तक	5,69,512-13	5,26,687-77	15,629-92
1971-72	--	5,52,792-68	--
1972-73	3,736-69	2,935-29	645-00
1973-74	1,000-71	1,92,515-48	25,429-25
1974-75	7,275-78	60,444-68	1,47,819-39
1975-76	3,52,690-81	1,49,081-89	--
1976-77	1,33,333-00	5,33,172-52	--
1977-78	58,054-95	1,64,438-28	--
1978-79	2,61,664-07	4,49,298-11	--
1979-80	1,19,696-38	5,82,898-80	--
1980-81	10,00,644-43	8,156-64	7,71,920-77
1981-82	17,21,266-00	5,20,630-74	9,28,594-81
1982-83	38,68,316-72	9,52,172-14	12,20,283-98
1983-84	46,12,229-00	23,53,691-78	9,95,430-46
1984-85	1,10,61,276-00	48,36,493-17	9,05,779-51
1985-86	2,44,54,314-25	23,92,464-53	52,73,508-00
1986-87	1,46,76,018-91	62,39,152-53	1,15,65,833-33
जोड़	6,29,01,129-85	2,05,17,021-03	2,18,48,873-52
वर्ष	महाराष्ट्र	उड़ीसा	पंजाब
1970-71 तक	--	5,25,481-81	21,95,292-91
1971-72	--	1,77,881-54	24,370-00
1972-73	--	5,80,196-17	2,38,069-71
1973-74	--	1,09,422-00	48,341-00
1974-75	--	2,89,935-67	1,66,529-00
1975-76	--	2,80,961-49	4,95,117-30
1976-77	--	--	11,950-00
1977-78	--	--	99,069-67
1978-79	--	9,35,478-10	3,14,160-33
1979-80	33,359-07	7,65,654-30	13,507-40
1980-81	93,05,512-20	8,47,458-42	11,39,563-15
1981-82	--	8,27,255-32	6,53,389-82
1982-83	--	5,30,353-24	18,28,173-00
1983-84	1,54,026-44	2,76,490-49	21,82,335-84
1984-85	55,38,316-46	--	67,12,620-00
1985-86	57,41,424-86	--	37,89,414-69
1986-87	97,65,534-00	--	19,86,635-00
जोड़	3,05,04,813-97	85,10,809-50	2,18,68,992-82

वर्ष	राजस्थान	तमिलनाडु	उत्तर प्रदेश
1970-71 संक	76,522-15	10,94,243-06	16,98,643-11
1971-72	--	1,01,068-97	19,749-11
1972-73	2,892-00	3,88,138-07	9,000-00
1973-74	--	4,21,828-30	16,979-00
1974-75	--	3,42,974-01	4,993-00
1975-76	26,381-99	2,57,297-82	--
1976-77	5,53,530-70	3,02,352-27	1,33,103-00
1977-78	--	10,60,397-28	24,312-77
1978-79	--	10,80,076-71	17,94-874-88
1979-80	--	8,22,139-00	16,40,071-02
1980-81	--	26,47,381-05	68,11,498-40
1981-82	--	41,60,993-39	37,84,991-60
1982-83	7,52,661-49	30,17,691-39	98,33,395-57
1983-84	29,17,288-15	76,65,224-12	93,91,651-11
1984-85	16,18,487-47	39,43,429-40	1,12,83,471-55
1985-86	62,26,346-73	1,57,28,314-38	1,27,65,939-00
1986-87	80,49,443-02	3,56,55,396-52	2,03,65,785-50
जोड़	2,02,25,353-70	7,89,78,946-24	1,93,79,143-82

वर्ष	पश्चिमी बंगाल	कुल जोड़
1970-71 संक	17,35,820-90	1,28,69,949-62
1971-72	8,26,172-11	31,77,075-39
1972-73	12,84,517-85	26,80,081-93
1973-74	3,24,692-38	13,02,773-47
1974-75	14,19,987-47	29,20,220-39
1975-76	--	19,43,871-90
1976-77	--	22,69,688-86
1977-78	27,130-42	18,25,437-20
1978-79	50,85,615-95	1,03,07,493-40
1979-80	17,70,936-79	73,34,703-12 + 33,157-07
1980-81	45,32,818-91	3,01,00,352-36
1981-82	--	2,43,30,069-44
1982-83	9,60,007-75	3,08,90,039-10
1983-84	9,83,912-72	3,82,44,299-13
1984-85	93,69,019-97	10,00,09,741-05
1985-86	78,44,699-09	15,32,62,508-26
1986-87	88,20,422-50	17,31,51,118-51
जोड़	4,16,65,773-84	60,04,43,190-48 (+) 33,359-07 80,04,76,739-55
सम्पूर्ण भारत के लेखा बाँकड़े		60,04,42,423-86
घट्टर		34,316-55

33,359-07 रुपये के घट्टर का पता लगा लिया गया है तथा अगस्त 87 के लेखों में डी-ई पास कर दी गई है। बकाया 857/- रुपये के लेखों की जाँच की जा रही है।

अनुबन्ध 'अ'

31-3-87 की स्थिति के अनुसार कार्यालयों/मकानों/ग्रस्तियों/ग्रोपहालयों की भरभरात तथा रख रखाव के लिए राज्य सरकारों/लोक निर्माण विभाग को दी गई पेशगियों की रकम 26000 रुपये से अधिक की सकाया पेशगियों का विवरण

क्रम सं.	क्षेत्र/उप-क्षेत्र का नाम	1978-79 रु.	1979-80	1980-81	1981-82	1982-83	1983-84	1984-85	1985-86	1986-87
			(लाख रुपयों में)							
1.	मुंबई	3.21	--	--	0.35	1.65	1.79	1.23	0.79	5.54
2.	महाराष्ट्र	4.01	2.11	1.88	--	2.19	2.05	3.38	10.57	10.63
3.	माहाराष्ट्र	--	--	--	--	--	--	--	--	--
4.	विहार	2.15	0.86	--	--	2.26	5.78	3.84	8.11	3.46
5.	दिल्ली	--	--	--	--	--	--	--	--	0.31
6.	गुजरात	0.58	4.93	--	0.94	2.25	3.35	47.89	3.03	6.44
7.	हरियाणा	3.56	9.35	1.27	0.47	--	--	1.06	10.52	11.84
8.	कनका	0.88	--	--	3.07	0.37	1.25	5.08	4.86	10.40
9.	केरल	3.65	1.68	0.94	1.30	1.60	2.43	0.28	5.69	39.05
10.	मध्यप्रदेश	3.40	0.74	1.84	6.47	6.66	4.44	7.30	18.09	18.47
11.	महाराष्ट्र	4.07	2.38	22.98	21.80	8.75	10.39	44.27	8.58	42.76
12.	उड़ीसा	0.61	--	0.68	0.45	2.40	1.29	2.63	2.46	8.57
13.	पंजाब	2.35	0.66	1.62	3.38	--	1.64	1.15	9.31	6.98
14.	राजस्थान	1.10	2.09	1.31	1.28	1.12	2.17	3.69	3.64	9.94
15.	तमिलनाडु	29.05	11.96	12.79	4.65	4.86	5.38	14.66	13.43	41.36
16.	उत्तरप्रदेश	--	--	--	--	6.66	1.01	27.37	2.90	14.10
17.	पश्चिमी बंगाल	32.36	3.89	5.53	10.21	3.17	13.48	36.75	21.06	17.87
18.	निवेशालय (वि) वि.	16.39	0.61	0.57	2.52	6.78	14.77	6.69	2.64	20.37
19.	नागपुर	--	--	--	--	--	--	1.33	0.49	--
20.	पूना	--	--	--	--	--	--	--	--	--

New Delhi, the 27th September, 1988

for the year 1986-87 are hereby published for general information :

S.O. 3041.—In pursuance of Section 36 of the Employees' State Insurance Act, 1948 (34 of 1948), the audited accounts of the Employees' State Insurance Corporation, together with auditor's report thereon,

"Here set out the audited accounts together with auditor's report thereon for the year 1986-87".

[No. Z-16016/4/87-SS. I]
A. K. BHATTARAI, Under Secy.

EMPLOYEES STATE INSURANCE CORPORATION

Income and Expenditure Account for the year ended 31st March 1987

	Schedule	(Amount in lakhs of rupees)	
		1986-87	1985-86
	1	2	3
A. INCOME			
1. Contribution Income (including interest on Contribution).		3,23,40.23	3,11,60.38
2. Interest and dividends		40,92.10	36,65.24
3. Rent, rates and taxes		11,20.45	9,64.37
4. Compensations		2,72.89	5,53.70
5. Grants-in-aid		--	--
6. Delhi Administration's share towards medical care initially incurred by the Corporation.		44.69	40.25
7. Miscellaneous		50.64	61.30
TOTAL :		3,79,21.00	3,64,45.24

	1	2	3
B. EXPENDITURE			
1. Medical benefit	'A'	1,15,60.80	96,97.99
2. Cash benefits	'B'	1,03,34.15	82,69.41
3. Other benefits	'BB'	26.30	22.52
4. Administrative Expenses			
(a) Superintendence		16,13.36	13,65.95
(b) Field Work		13,53.00	11,39.00
(c) Other Charges	'C'	4,74.94	3,98.16
5. Provision for—			
(a) Depreciation of Hospital Dispensaries		1,07.79	86.93
(b) Repairs & Maintenance of Hospital and Dispensaries		4,31.15	3,47.71
6. Provision for Capital Construction Fund		16,16.46	15,57.63
7. Provision for Contingency Reserve Fund		1,29.94	27,11.99
TOTAL :		2,76,47.90	2,55,97.29
C. Net Excess transferred to E.S.I. General Reserve		1,02,73.10	1,08,47.95
GRAND TOTAL :		3,79,21.00	3,64,45.24

(i) Compensation represent amounts recovered from State Governments under the provisions of the ESI Act in cases where Sickness Benefit to insured persons exceeded the all India average.

(ii) Miscellaneous receipts include—

(a) receipts on account of damages levied on employers for failure to pay dues in time or for non-submission of Contributory particulars, and

(b) recoveries of over payments and disallowances in audit, leave salary and pension contributions, contributions towards Central Government Health Scheme, etc.

(iii) Details of Administrative Expenses are as under :—

	1986-87	1985-86
	(Rupees in lakhs)	
(a) Pay and allowances	26,17.16	21,37.10
(b) Contingencies	3,49.20	3,67.85
(c) Other charges (See Schedule 'C')	4,74.95	3,98.16
	34,41.31	29,03.11

The Administrative expenses of Rs. 34,41.31 lakhs formed 10.6 per cent of the total contributions and 12.4 per cent of the total revenue expenditure.

(iv) Capital Construction Reserve Fund is for construction of hospitals, dispensaries, office buildings, staff quarters, etc. Five per cent of contribution income is credited to the fund annually apart from the interest from investment of the balances in the Fund. Also see Note (b) below Balance Sheet.

(v) Contingency Reserve Fund (earlier known as Emergency Reserve Fund) has been credited to meet any emergency situation. In pursuance of the decision of the Standing Committee and the Corporation taken in their meetings on 27/28th November, 1986 the balance in this Fund is limited to Rs. 75.00 crores only. Provision during the year has been made accordingly.

New Delhi,

Dated : 31st May, 1987.

(S. R. Ramachandran)
For Financial Adviser and
Chief Accounts Officer

BALANCE SHEET AS AT 31ST MARCH, 1987

(Amount in lakhs of rupees)			
Source of Funds	Schedule	As on 31-3-1987	As on 31-3-1986
1. E.S.I. General Reserve	'D'	3,53,69.45	2,57,24.68
2. Reserve Funds	'E'	6,23,21.99	5,43,40.91
3. Deposits	'F'	1,50.72	1,11.30
		9,78,42.16	8,01,76.89
Application of Funds			
Fixed Assets			
4. Land and Buildings and staff cars.	'G'	1,27,21.09	1,15,82.78
5. Capital Works in Progress Investments	'G'	60,04.42	50,52.91

6. (i) Reserve Funds	'H'	4,26,25.93	3,67,89.32
(ii) General Cash Balance	'I'	3,34,28.06	2,34,34.35
Current Assets			
Advances			
7. Towards repairs and maintenance of buildings.	'J'	9,86.92	9,29.08
8. Other advances	'K'	4,09.47	4,09.59
9. Cash in hand/bank (including remittances)		16,66.27	19,78.86
		9,78,42.16	8,01,76.89

NOTES

(a) Investments comprise the following

- (i) Earmarked Reserve Funds (Schedule-H)
(ii) Contingency Reserve Fund (Emergency Reserve Fund)
(iii) ESI General Reserve General Cash Balance Schedule-I)

31-3-1987
(Rupees in lakhs)
3,51,25.93
75,00.00
3,34,28.06

TOTAL :

7,60,53.99

(b) Cash in bank (Rs. 14,28.93 lakhs as on 31-3-1987) comprises the following :—

- (i) Balance in Regional Office Accounts No. 1 by way of collections on 30th and 31st March, 1987.
(ii) Balances in Regional Office Directorate (Medical) Delhi Accounts No. 2 for Administrative expenses and expenditure on medical care in Delhi.
(iii) Balance in Local Office Accounts No. 2 for cash benefit payments to insured persons.

New Delhi

Dated : 31st May, 1987.

(S.R. RAMACHANDRAN)

For Financial Adviser &
Chief Accounts Officer.

SCHEDULE 'A'
MEDICAL BENEFITS

Amount (1985-86)		Amount (1986-87)
Rs.		Rs.
90,00,15,470	Payments to State Governments as Corporation's share of expenditure on providing medical treatment and maternity facilities, etc.	1,06,99,57,115
	Expenditure incurred direct on providing—	
6,95,57,886	(i) medical care and maternity facilities by the ESI Corporation in Union Territory of Delhi.	8,59,23,288
2,25,930	(ii) Confinement fees to insured women and wives on insured persons in Maharashtra.	1,99,470
96,97,99,286	TOTAL	1,15,60,69,873

SCHEDULE 'B'
Details of Cash Benefits

Amount (1985-86)	Particulars	Amount (1986-87)
(Rs.)		(Rs.)
43,58,71,811	(i) Sickness Benefit	53,34,46,176
9,65,914	(ii) Enhanced Sickness Benefit for family planning	8,59,989
3,51,61,266	(iii) Extended Sickness Benefit	3,96,05,869
2,20,05,676	(iv) Maternity Benefit	2,88,59,277
	(v) Disablement Benefit :	
13,73,70,920	(a) Temporary	16,95,70,874
13,87,05,000	(b) Permanent (Capitalised Value)	17,80,77,000
5,55,58,000	(vi) Dependents' Benefit (Capital Value)	3,16,56,000
7,72,070	(vii) Funeral Expenses	13,39,858
82,69,40,657	TOTAL	1,03,34,15,043

SCHEDULE 'BB'

Amount (1985-86)	Details of Other Benefits	Amount (1986-87)
(Rs.)		(Rs.)
2,198	(i) Expenditure on Rehabilitation of Disabled Insured Persons	886
6,11,803	(ii) Medical Boards and Appeal Tribunals	7,19,613
	(iii) Payments to Insured Persons—	
6,95,883	(a) Conveyance charges and/or loss of wages	8,16,529
1,822	(b) Incidental charges under Family Welfare	..
9,39,908	(iv) Miscellaneous	10,93,237
22,51,619	TOTAL	26,30,065

SCHEDULE 'C'

Details of Administrative Expenses—Other charges

Amount (1985-86)	Particulars	Amount (1986-87)
(Rs.)		(Rs.)
3,15,96,131	(i) Provision for Pension Reserve Fund for Corporation's employee	3,82,48,539
	(ii) Provision for	
46,66,712	(a) Repairs & Maintenance of office buildings/staff quarters.	51,14,320
13,36,458	(b) Depreciation of office buildings, staff quarters, and staff cars.	15,19,760
99,607	(iii) Legal charges	8,96,144
79,895	(iv) Insurance Courts	81,488
5,49,265	(v) Audit Fees	6,18,337
1,85,986	(vi) Publicity and Advertisement	2,04,836
1,10,154	(vii) Leave Salary and pension contributions	1,02,260
2,30,502	(viii) Contribution to ISSA and other international Organisations	3,83,221
7,031	(ix) Corporation's Contribution towards ESIC Contributory Provident Fund	4,301
41,384	(x) Compassionate grants	35,922
1,67,328	(xi) Provident Fund Deposit linked Insurance Scheme	1,83,351
25,979	(xii) Charges for maintaining Bank Account	43,938
10,012	(xiii) Losses	20,397
8,937	(xiv) Miscellaneous	37,824
3,98,15,771	TOTAL	4,74,94,638

SCHEDULE 'D'

E. S. I. General Reserve Account

Amount (1985-86)		Amount (1986-87)
(Rs.)		(Rs.)
1,55,05,04,287	Balance as per last Balance Sheet	2,57,24,67,565
1,03,47,95,278	Add: Excess transferred from Income and Expenditure Account	1,02,73,09,932
2,63,52,99,565		
	Less : Adjustment in regard to 3rd of five equated instalments towards deficit disclosed in the Sixth Quinquennial Valuation Report on—	
1,63,10,000	(a) Permanent Disablement Benefit Reserve Fund	1,63,10,000
7,79,000	(b) Dependants' Benefit Reserve Fund	74,79,000
3,90,3,000	(c) Pension Reserve Fund	3,90,43,000
2,57,2,67,565	Balance as on 31-3-1987	3,53,69,45,497

SCHEDULE
Reserve Fund

Particulars	Balance as on 31-3-86	Provisions/credits during the years	Interest on Investments	Amount transferred from General Reserve	Total	Payments/adjustments made during the year	Balance as on 31-3-1987
	Rs.	Rs.	Rs.	Rw.	Rs.	Rs.	Rs.
Earmarked Funds:							
Capital Construction Fund.	2,42,92,86,773	16,16,46,200	9,67,24,980	...	2,68,76,57,953	...	2,68,76,57,953
Permanent Disablement Benefit Reserve Fund.	79,35,08,408	17,80,77,000	10,00,61,895	1,63,10,000	1,08,79,57,303	11,04,49,884	97,75,07,419
Dependants Benefit Reserve Fund.	44,95,59,323	8,16,56,000	5,66,89,590	74,79,060	59,53,83,913	3,59,29,014	55,94,54,89
ESIC Provident Fund (including Contributory Provident Fund).	13,67,62,983	6,48,32,252	...	...	20,16,01,235	3,57,43,451	16,58,57,784
ESIC Group Insurance Fund	59,71,924	25,66,127	7,53,350	...	92,91,401	9,25,119	83,66,282
Depreciation Reserve Fund of building for the offices of the Corporation.	1,35,96,106	12,78,580	16,14,538	...	1,64,89,224	2,53,523	1,62,35,701
Depreciation Reserve Funds of Hospital buildings.	16,26,99,977	1,07,78,740	1,92,52,194	...	19,27,30,911	9,08,954	19,18,21,957
Staff Cars Replacement Reserve Fund.	18,10,165	2,41,180	2,97,828	...	22,79,173	92,782	21,86,391
Repairs & Maintenance Reserve Funds of Office Buildings & Staff qtrs.	2,24,24,404	51,14,320	15,94,793	...	2,91,33,571	19,36,974	2,71,96,543
Repairs & Maintenance Reserve Funds of Hospital Bldgs.	30,72,46,583	4,31,14,960	2,06,25,186	...	37,99,86,729	2,21,25,333	35,78,61,396
Pension Reserve Fund for Employees.	37,42,19,063	4,48,24,268	4,71,89,178	3,96,43,000	50,52,75,509	1,12,23,218	48,80,52,291
Other Funds	4,69,70,85,709 73,70,05,610	1,29,94,390	...	...	75,00,00,000	...	5,48,21,98,616 75,00,00,000
	5,43,40,91,319						7,23,21,98,616

SCHEDULE 'F'
Deposits

Particulars	Balance as on 31-3-1986	Deposits/credits during the year	Transfers/adjustments during the year	Balance as on 31-3-1987
	(Rs.)	(Rs.)	(Rs.)	(Rs.)
1. Deposits of Securities	14,28,823	9,05,667	7,05,396	16,28,294
2. Deposits from bills payable to other parties	1,32,589	42,49,408	39,72,403	4,09,594
3. Unclaimed deposits in ESIC Provident Fund	16,319	3,430	1,762	17,987
4. Miscellaneous Deposits	95,53,003	38,41,539	3,77,826	1,30,16,716
Total	1,11,29,934	90,00,044	50,57,387	1,50,72,591

SCHEDULE 'G'

Fixed Assets

Particulars	Balance as on 31-3-86 (Rs.)	Additions during the year (Rs.)	Adjustment/ recovery during the year (Rs.)	Balance as on 31-3-87 (Rs.)
Lands & Buildings				
(i) Owned by the Corporation				
(a) Office buildings	9,33,82,446	2,70,87,291	...	12,04,69,737
(b) Hospitals & Dispensaries	1,06,23,93,882	8,64,22,239	...	21,14,88,16,121
(ii) Jointly owned with the State Governments	11,85,085	...	...	11,85,085
Staff Cars	13,16,802	4,14,161	92,782	16,38,181
Total	1,15,82,78,215	11,39,23,691	92,782	1,27,21,09,124
Capital works in progress (Advanced from Capital Construction Reserve Fund)	50,52,90,387	21,88,04,094	12,36,52,058	60,04,42,423

SCHEDULE 'H'

Investments—Reserve Funds

Sl. No.	Particulars	Balance as on 31-3-86 (Rs.)	Net additions during the year (Rs.)	Balance as on 31-3-1987 (Rs.)
 earmarked Funds				
1.	Capital Construction Reserve Fund	76,70,34,973	4,97,09,614	81,67,44,587
2.	Permanent Disablement Benefit Reserve Fund	79,35,08,408	18,39,99,011	97,75,97,419
3.	Dependants Benefit Reserve Fund	44,95,59,323	10,98,95,576	55,94,54,899
4.	ESIC Provident Fund	13,67,62,983	2,90,94,801	16,58,57,784
5.	ESIC Group Insurance Fund	59,71,924	23,94,358	83,66,282
6.	Depreciation Reserve Funds of Buildings for office of the Corporation.	1,28,05,428	25,50,013	1,53,55,441
7.	Depreciation Reserve Fund Hospital Bldg.	15,26,75,786	2,24,44,030	17,51,19,816
8.	Staff Cars Replacement Reserve Fund	18,10,165	3,76,226	21,86,391
9.	Repairs & Maintenance Reserve Fund for office buildings.	1,26,46,316	36,08,000	1,62,54,316
10.	Repairs & Maintenance of Hospital Buildings	23,49,32,168	5,27,61,369	28,76,93,537
11.	Pension Reserve Fund for Employees	37,42,19,063	11,38,33,228	48,80,52,291
		2,94,19,26,537	57,06,66,426	3,51,25,92,963
Other Funds				
	Contingency Reserve Fund (Emergency Reserve Fund)	73,70,05,610	1,29,94,390	75,00,00,000

SCHEDULE 'T'

ESI General Reserve

(General Cash Balance Investment)

As per last Balance Sheet	2,34,34,35,166
Add—Investments during the year	1,92,28,65,000
Less—(i) Investments realised on maturity	(—)33,96,33,097
(ii) Investments transferred to various Reserve Funds	(—)58,36,60,816
Balance as on 31-3-1987	3,34,28,06,253

SCHEDULE 'J'

Advances towards Repairs & Maintenance and Special Repairs of Hospitals/Dispensaries/Offices

Particulars	Balance as on 31-3-1986	Additions made during the year	Adjustments/reco- veries during the years.	Balance as on 31-3-1987
	(Rs.)	(Rs.)	(Rs.)	(Rs.)
Repairs and Maintenance				
(a) Office of the Corporation	97,78,088	23,25,618	11,61,679	1,09,42,027
(b) Hospitals/Dispensaries	7,23,14,415	2,16,20,132	2,37,66,688	7,01,67,859
Special Repairs				
(a) Offices of the Corporation	7,90,678	3,43,105	2,53,523	8,80,260
(b) Hospitals/Dispensaries	1,00,24,191	77,51,387	10,73,437	1,67,02,141
	9,29,07,372	3,20,40,242	2,62,55,327	9,86,92,287

SCHEDULE 'K'

Details of other advances

Sl. No.	Particulars	Balance as on 31-3-1986	Payments during the year	Recoveries during the yr.	Balance as on 31-3-1987
1.	Permanent Advances to Head of Office	2,56,724	21,745	412	2,78,057
2.	Advances of pay on transfer of employees	8,493	53,186	60,379	1,300
3.	Advances to T.A. on transfer of employees	1,99,191	4,24,552	3,36,036	2,87,707
4.	Advance for purchase of conveyance	18,73,263	20,77,696	12,46,195	27,04,764
5.	House Building Advances	2,03,77,985	36,37,598	36,25,876	2,03,89,707
6.	Festival/Fan/Flood Advances	31,74,119	45,14,115	47,17,729	29,70,505
7.	Other miscellaneous advances	58,02,784	58,58,256	48,86,221	67,74,819
8.	Loans to Maharashtra Government prior to 1977-78 for construction of hospital	92,66,667		17,26,667	75,40,00
		4,09,59,226	1,65,87,148	1,65,92,515	4,09,46,859

E.S.I. CORPORATION, PROVIDENT FUND

Receipt and Payment as on 31st March, 1987

Receipts		Amount	Payment	
1.	Opening Balance		Payment made to the subscribers during the year 1986-87	
	Employees' Subscription :		(i) GPF	3,57,00,987.20
	(i) GPF	13,63,34,601.52	(ii) CPF	38,795.39
	(ii) CPF	5,08,832.20		
		13,68,43,433.72		3,57,39,78.59
(2)	Receipts during the year		Closing Balance	
	Employees' Subscription :		(i) GPF	16,55,16,998.96
	(ii) GPF	4,79,78,883.21	(ii) CPF	3,58,056.15
	(i)	1,13,789.00		
	(ii) CPF	51,441.15		
	(—)	1,13,789.00		16,58,75,055.11
(3)	Interest			
(a)	On own share			
	(i) GPF	1,67,84,987.43		
	(ii) CPF	26,687.19		
		1,68,11,674.62		
(b)	On Corporation Share:			
	CPF	13,457.00		13,457.00
(4)	Corporation Share of contribution for 1986-87	4,301.00		4,301.00
(5)	Incentive Bonus			
	(i) GPF	9,155.00		9,155.00
	(ii) CPF	—		—

(c) Less : Amount transferred to :		
(a) Un-claimed Deposits		
(i) GPF	3,430.00	
(ii) CPF	—	3,430.00
(b) Pension Reserve Fund		
(i) GPF	—	
(ii) CPF	94,078.00	94,078.00
(7) Miscellaneous Receipts		
	20,16,14,837 70	20,16,14,137 70

The net difference, of Rs. 13,633.15 and Rs. 1,362.05 in respect of Receipt and Payment respectively are explained as under

Receipt	G.P.F.	In Rupees)	C.P.F.
(a) Difference as at 31-3-86	(+)13,533.35		(—)1,505.75
Adjustment during the year	(—)32,410.75		(+)1,750.00
Net difference as at 31-3-87	(—)18,877.40		(—)244.25
Net difference of Receipts (A)		(—)18,633.15	
(B) Payment			
Difference as at 31-3-86	(+)96,922.57		(—)3,445.00
Adjustment made during the year	(—)93,888.62		(+)49.00
Net difference as at 31-3-87	(+)3,033.95		(—)4,396.00
Net difference as at 31-3-87 of payments (B)		(—)1,362.05	
Total net difference ('A'—'B') = (—)17,271.10			

The differences have been identified Regionwise, and steps are being taken to settle them.

CONSOLIDATED AUDIT REPORT ON THE ACCOUNT OF THE EMPLOYEES' STATE INSURANCE CORPORATION

FOR THE YEAR 1986-87

AUDIT REPORT ON THE EMPLOYEES' STATE INSURANCE FOR THE YEAR 1986-87

1. General

The Employees' State Insurance Corporation was established under the Employees' State Insurance Act, 1948 to provide for certain benefits to employees of all non-seasonal factories using power and employing more than 20 persons etc. in the contingencies of sickness, maternity and employment injuries. The Scheme covers employees drawing wages upto

Rs. 1600/- per mensem. The Scheme provides for medical care and treatment, cash benefits during sickness, maternity and employment injury and pension to dependants on the death of Insured workers due to employment injury and payments towards expenditure on funeral of insured persons. Medical care is also provided for members of the families of employees under this Scheme.

The Corporation does not receive any financial assistance from the Central Government. The consolidation of accounts at Headquarters office is done on receipt of Receipts and Payments accounts from 25 circle. The Corporation has, however, 16 Regional Offices and 3 Sub-Regional Offices for administrative purposes.

An analysis of the income and expenditure of the Corporation for the years 1985-86 is given below —

INCOME	1985-86 (Rs. in lakhs)	1986-87 (Rs. in lakhs)	EXPENDITURE	1985-86 (Rs. in lakhs)	1986-87 (Rs. in lakhs)
1. Employers & Employees' contribution income (Including interest on contribution).	31160	32340	1. Benefit to Persons and their families.		
2. Interest Dividends.	3665	4092	A. Medical Benefit.		
3. Compensation.	554	273	i. Payment to State Government as Corporation share of expenses on providing medical treatment and Maternity Facilities.	9000	10700
4. Grants in aid.	—	—	ii. Medical care & Maternity facilities (expenses incurred directly by the Corporation).	698	861
5. Delhi Administration's share towards Medical Benefit initially incurred by the Corporation	40	45	B. Cash & other benefits to insured Persons and their families by the Corporation.	8292	10361
6. Miscellaneous including rent, rates & taxes.	1026	1171	2. Administrative Expenditure.	2903	3441
			3. Provisions for Hospital & Dispensaries	435	539
			4. Provisions for Capital Construction Reserve Fund & contingency Reserve Fund.	4269	1746
			Excess of Income over expenditure.	10848	10273
	36445	37921		36445	37921

2. Advances and Deposits

(i) Amount advanced for capital expenditure
(Rs. 6,004.42 lakhs).

This represented unadjusted amount advanced to the State Governments/State Public Works Departments etc. for the purchase of land/construction of hospitals, dispensaries and other buildings till 1986-87. Yearwise breakup of the total outstanding amount as per broad sheet maintained by the Corporation was as under :—

Year in which Advance paid.	Amount (Rs. in lakhs)
Upto 1970-71	128.70
1971-72	31.77
1972-73	26.80
1973-74	13.03
1974-75	29.20
1975-76	19.44
1976-77	22.70
1977-78	18.25
1978-79	103.07
1979-80	76.98
1980-81	301.00
1981-82	243.30
1982-83	306.80
1983-84	362.44
1984-85	1000.10
1985-86	1532.63
1986-87	1788.55
Total	6004.76
Less : Discrepancy between Accounts and Broad sheet (1979-80)	(—)0.34
As per Accounts.	6004.42

The Corporation stated (September, 1987) that out of the difference of Rs. 0.34 lakh the difference of Rs. 0.33 lakh had been identified and adjusted in August, 1987 accounts. The remaining difference was under reconciliation.

The Corporation further stated (September, 1987) that out of Rs. 6004.42 lakhs a sum of Rs. 475.71 lakhs had been adjusted in 1987-88 and all out efforts were being made to adjust the remaining amount.

It was also observed that in 13 out of 16 States/Regions, the total amount of advances remaining unadjusted as on 31st March, 1987 varied from 1.85 crores to Rs. 12.68 crores (Details in Annexure 'A')

The break up of outstanding advances of Rs. 6004.42 lakhs as on 31st March, 1987 was as under :—

	(Rs. in lakhs)
(i) Completed works.	2726.23
(ii) Works under progress.	2709.85
(iii) Land.	568.34
Total	6004.42

The reasons for non adjustment of the above amount were non-receipt of expenditure statements in respect of completed works, and sale deeds/original cash receipts for land purchased.

Advances for repairs and maintenance of office building, hospitals and dispensaries.

A sum of Rs. 986.92 lakhs was outstanding as on 31st March, 1987 in respect of advances paid to State Governments/State Public Works Department etc. for repairs and maintenance and special repairs of hospitals/dispensaries and other office buildings of the Corporation. However, as per broad-sheet of advances the amount outstanding was Rs. 987.12 lakhs the yearwise break up of which was as under :—

Year	Amount unadjusted (Rs. in lakhs)
1978-79	107.29
1979-80	34.48
1980-81	51.64
1981-82	62.19
1982-83	50.71
1983-84	70.21
1984-85	205.25
1985-86	134.56
1986-87	270.79
Total	987.12

The State/Region-wise break-ups of advances exceeding Rs. 0.25 lakh in a year were as given in Annexure 'B'.

The Corporation stated (September 1987) that the Regional Directors make advance payments to various construction agencies in the State for annual repairs etc. and adjustment of advances was pursued by them only.

(iii) Miscellaneous advances (Rs. 67.75)

Out of the above amount Rs. 66.01 lakhs represented unadjusted advances to various parties for supplies made and services rendered and to Regional offices for petty expenses etc. The yearwise break-up of the unadjusted advances to various parties was as under :—

Year	(Rs. in lakhs)
1978-79	5.76
1979-80	0.93
1980-81	1.08
1981-82	1.71
1982-83	1.20
1983-84	1.07
1984-85	2.51
1985-86	6.26
1986-87	45.49
Total	66.01

Head-wise details of the unadjusted amount are given below :—

	Amount (Rs. in lakhs)
(a) Controller of Stores.	8.83
(b) Central Public Works Department/Public Works Department.	0.11
(c) Controller of Printing and Stationery	0.75
(d) Regional Directors and other offices.	22.37
(e) Director of Estates.	0.02
(f) Post Masters/Municipal Committees/Local	0.50
(g) Legal Charges.	5.05
(h) ESIC Departmental Canteen.	0.10
(i) Others	28.28
Total	66.01

The Corporation stated (September, 1987) that of these advances were in the nature of imprest amounts and out of Rs. 66.01 lakhs a sum of Rs. 21.44 lakhs had so far been adjusted during 1986-87.

(b) A sum of Rs. 1.74 lakhs was booked under 'Special Advances' representing losses due to theft, fraud, embezzlement etc., arising in different regions during the previous years. Details of individual cases were not available at the Headquarters office and were stated to be kept at the Regional Offices. The Corporation stated (September, 1987) that these advances could be adjusted only after the Court cases were settled or the final reports from the police were received.

(iv) Miscellaneous Deposits (Rs. 130.16 lakhs)

(Accounts figures Rs. 130.17 lakhs and Broad Sheet figures Rs. 130.16 lakhs).

'Miscellaneous Deposits' is the cumulative effect of 'Unclassified Receipts' (Rs. 97.60 lakhs) minus 'Unclassified payments' (Rs. 3.57 lakh) plus 'Deposits received from International Labour Organization' (Rs. 34.00 lakhs) 'Repayment of Additional D.A.' (Rs. 0.37 lakhs) and 'Miscellaneous Deposits' (Rs. 2.50 lakhs) under the Head 'Other Deposits'.

The year-wise break-up of 'Miscellaneous Deposits' is detailed below :—

	Amount (Rs. in lakhs)
Upto 1984-85	71.59
1985-86	17.16
1986-87	41.41
Total	130.16
As per Accounts	130.17
Difference	0.01

It was stated by the Corporation (September, 1987) that the difference had been identified and would be reconciled in 1987-88.

3. On Account Payment Amounting to Rs. 42,088.84 Lakhs Pending Adjustment for want of Audit Certificates :

Out of the 'On Account' payments made upto 1986-87 to various State Governments towards their share of cost of medical benefits extended to the insured persons and their families a sum of Rs. 42,088.84 lakhs was outstanding as on 31st March, 1987 for want of audited Statement of accounts supported by Audit Certificates as detailed below :—

Year	Amount outstanding as on 31st March, 1986	Amount Cleared during 1986-87	Amount outstanding as on 31st March, 1987
(Rs. in lakhs)			
1973-74	7.20	—	7.20
1974-75	9.00	—	9.00
1975-76	112.74	—	112.74
1977-78	267.38	—	267.38
1978-79	1822.96	—	1822.96
1979-80	1425.87	—	1425.87
1980-81	1806.55	—	1806.55
1981-82	4246.30	—	4246.30
1982-83	4472.25	391.49	4080.77
1983-84	5333.46	382.05	4951.41
1984-85	7341.86	2013.85	5328.01
1985-86	8331.65	483.50	7848.15
1986-87	—	—	10182.50
Total	35177.22	3270.88	42088.84

No effective action for the adjustment of these advances had been taken. Out of old advances of Rs. 9698.00 lakhs paid during 1973-74 to 1981-82 to Twelve States no amount was adjusted during the year 1986-87. The Corporation stated (September, 1987) that the State Governments had been requested to furnish audited statements of expenditure to the Corporation for settlement of these advances.

4. Arrears of Contributions

The position of arrears of contributions recoverable from the employers/employees of the factories/establishments was available in respect of all the 16 Regional Offices and 4 Sub-Regional Offices. A total sum of Rs. 7533.56 lakhs was over due for recovery from employers/employees of 25133 factories/establishments. The Region/Sub-Regionwise details along with the number of factories/establishments from

whom the said contributions were due as given below :—

State/Region/Sub Region	No. of employers (Factories/establishments in default)	Arrears of Contribution
(Rs. in lakhs)		
1. Andhra Pradesh	2428	359.63
2. Assam	525	63.54
3. Bihar	827	408.04
4. Delhi	1216	141.64
5. Gujarat	1775	290.85
6. Haryana	1574	253.90
7. Karnataka	1412	176.55
8. Kerala	1551	384.21
9. Madhya Pradesh	1032	655.92
10. Bombay	2270	1065.56
11. Nagpur	327	107.64
12. Pune	1498	142.65
13. Goa	54	12.98
14. Orissa	169	92.04
15. Punjab	2192	331.56
16. Rajasthan	1209	201.19
17. Tamil Nadu	2374	332.55
18. Pondicherry	51	5.43
19. Uttar Pradesh	575	438.39
20. West Bengal	2014	2019.28
TOTAL :	25133	7533.56

Out of 25133 factories/establishments, 39 factories/establishments alone were in arrears of Rs. 2272.36 lakhs. The break up of these factories in default of arrears of more than Rs. 100 lakhs, Rs. 50 lakhs and Rs. 25 lakhs is given below :—

	No. of Factories/establishments
In default of more than Rs. 100 lakhs	6
In default of more than Rs. 50 lakhs	13
In default of more than Rs. 25 lakhs	20
TOTAL :	39

The Corporation stated (September 1987) that efforts were on to enlist the cooperation of State Government and also of Central Government Departments for realisation of this amount.

5. Damages

Under the Employees' State Insurance Corporation Act and the Regulations framed thereunder, the Corporation was empowered to recover damages not exceeding the amount of arrears from the employers when they failed to pay any contribution within the prescribed period and these damages were to be recovered as arrears of land revenue. Following points in this regard were noticed.

(a) A total sum of Rs. 1094 lakhs was outstanding in various States/Regions on account of damages

as on 31st March, 1987. The year-wise details of outstanding amount was as given below :—

Year	Amount of damages outstanding as on 31st March, 1987
(Rs. in Lakhs)	
1975-76	0.33
1976-77	22.47
1977-78	54.84
1978-79	87.40
1979-80	136.43
1980-81	203.17
1981-82	115.42
1982-83	136.69
1983-84	40.22
1984-85	95.95
1985-86	108.98
1986-87	91.09
TOTAL :	1094.00

The Corporation stated (September, 1987) that in most of the cases outstanding damages could not be recovered due to (i) cases being subjudice and (ii) financial difficulties of the defaulting employers who had hardly any assets which could be attached by the certified authorities.

The Corporation stated (September, 1987) that efforts were being continued through State Revenue Authorities for recovery wherever possible.

6. Decretal Amounts

In the event of failure to recover contribution from the employer, the Corporation is empowered under Section 75(2) of the Employees State Insurance Act, 1948 to get the decrees awarded from the Employees' Insurance Courts on the defaulting employers. The total amount of outstanding decretal awards with the Employees' State Insurance Corporation as on 31st March, 1987 amounted to Rs. 37.43 lakhs. The year-wise break up was as under :—

Year of Decree	Amount (Rs. in lakhs)
1970-71	14.25
1971-72	0.20
1972-73	1.70
1973-74	0.85
1974-75	1.21
1975-76	0.79
1976-77	4.34
1977-78	1.22
1978-79	0.04
1979-80	1.26
1980-81	0.14
1981-82	0.23
1982-83	3.38
1983-84	0.29
1984-85	0.94
1985-86	3.10
1986-87	3.49
TOTAL :	37.43

The progress in realisation of decretal amount remained static during the last 3 years as detailed below :—

State	Unrealised		
	As on 31st March, 1985	As on 31st March, 1986	As on 31st March, 1987
	(Rs. in lakhs)	(Rs. in lakhs)	(Rs. in lakhs)
Gujarat	2.50	2.50	2.50
Madhya Pradesh	8.23	8.23	8.23
West Bengal	2.50	2.50	2.50

The Corporation stated (September, 1987) that instructions had already been issued to the Regional Directors to ensure that these cases were decided on priority basis.

7. Inspection|Survey of Factories|Establishments

(a) All definitely covered factories|establishments are to be inspected once in a year. During the year 1986-87 total number of factories|establishments to be inspected was 1,42,731. The number of factories|establishments remained uninspected upto March, 1987 were 28092. Two factories had remained uninspected since 1975 in Madhya Pradesh Region.

(b) The Corporation is required to carry out survey of uncovered factories|establishments once in every two consecutive years. As against 23,493 factories|establishments required to be surveyed upto 1986 the number of factories|establishments which could not be surveyed upto 31st March, 1987 were 4695. The total number of cases for final coverage under the ESI Act, 1948 are 27,148.

The Corporation stated (November, 1987) that out of 28092 pending inspection of preceding years, 8609 inspections had already been cleared during the period from April, 1987 to June, 1987.

8. Blockade of Funds Rs. 163.78 lakhs

The Corporation was having 59 vacant plots purchased at a cost of Rs. 163.78 lakhs during the period 1962-1987. In respect of 11 vacant plots plans and estimates amounting to Rs. 779.72 lakhs had been sanctioned for construction of ESI Hospital, Dispensaries and staff quarters etc. in various regions. About the remaining 48 plots the Corporation stated (September, 1987) that these were lying vacant due to the following reasons :—

Period of Purchase	No. of Plots	Cost (Rs. in lakhs)	Reasons
1	2	3	4
1962-68	2	2.14	Land encroached
1983-86	3	4.63	Possession not yet made over to the Corporation.
1982-84	2	9.27	Land not suitable
1965-85	8	13.17	Land under litigation
1975-86	27	100.95	Plans and Estimates not received

1	2	3	4
1977-85	4	28.87	Plans and Estimates under scrutiny
1965-72	2	4.75	ESI Scheme not yet implemented
	48	163.78	

(1) Construction of 100-Beded ESI Hospital and Staff Quarters of Kohlapur.

Advance to the extent of Rs. 5.02 lakhs had been paid to the Executive Engineer, State Public Works Department, Kohlapur in September, 1985 for construction of compound wall for the land acquired for ESI Hospital at Kohlapur. Even though a period of more than 1-1/2 years had elapsed the construction work of compound wall could not be taken up by the State Public Works Department as the Government orders for diverting of 50 ft. road passing through the hospital plot were still awaited (September, 1987) with the result that Corporation funds to the tune of Rs. 5.02 lakhs were unnecessarily locked up.

9. Incomplete Records of Immovable Property—land and Buildings.

The Balance Sheet as on 31st March, 1987 showed Land and Buildings at Rs. 1,27,04.71 lakhs. The Register of Land and Buildings was not complete, as a result of which the value of assets shown in the Balance Sheet could not be verified in Audit. This was also pointed out in Audit Reports of earlier years. It was stated (September, 1987) by the Corporation that the entries in respect of 503 projects out of 520 projects for Hospital|Dispensaries had been completed. The preparation of Consolidated Register was stated to be in progress (September, 1987).

New Delhi.

Dated : 30-11-87.

Sd|—

R. KUMAR, Principal Director of Audit
Central Revenues. I.

AUDIT CERTIFICATE

I have examined the Accounts and the Balance Sheet of the Employees' State Insurance Corporation for the year 1986-87. I have obtained all the information and explanations that I have required, and subject to the observations in the appended Audit Report, I certify as a result of my audit, that in my opinion these Accounts and Balance Sheet are properly drawn up so as to exhibit a true and fair view of the state of affairs of the Corporation according to the best of my information and explanations given to me and as shown in the books of the organisation.

Place : New Delhi

Dated : 30-11-87.

R. KUMAR, Director of Audit
Central Revenues-I
New Delhi

ANNEXURE--A

Statement showing year-wise and state-wise break down of outstanding advances in respect of construction of EST Projects as on 31-3-87 (As per Project Sheet)

Year		Andhra Pradesh	Assam	Bihar
Upto	1970-71	11,03,668.49	—	12,28,654.81
	1971-72	11,19,040.33	—	—
	1972-73	1,35,890.52	—	—
	1973-74	299.50	—	—
	1974-75	77,202.86	—	—
	1975-76	4,422.07	—	—
	1976-77	55,861.00	—	—
	1977-78	29,889.32	—	—
	1978-79	71,934.64	—	500.00
	1979-80	—	—	4,65,737.48
	1980-81	—	4,12,241.17	2,078.00
	1981-82	6,99,390.89	1,360.86	4,38,219.00
	1982-83	—	—	2,32,911.10
	1983-84	35,59,721.50	—	8,94,691.25
	1984-85	16,05,380.36	1,73,133.06	22,62,562.00
	1985-86	80,24,816.00	22,15,989.71	26,62,587.41
	1986-87	81,81,467.00	14,00,000.00	2,80,500.00
	Total :	2,47,68,984.58	42,02,724.80	87,68,441.50
		Delhi	Gujarat	Haryana
Upto	1970-71	—	10,07,825.09	7,13,968.47
	1971-72	—	55,500.65	—
	1972-73	—	30,740.68	5,200.00
	1973-74	—	67,451.87	95,714.86
	1974-75	—	71,520.72	3,31,553.31
	1975-76	—	1,59,650.78	2,18,257.75
	1976-77	—	3,24,556.17	2,21,830.00
	1977-78	—	3,58,962.66	13,189.85
	1978-79	—	81,089.61	2,52,000.00
	1979-80	—	7,02,457.95	7,82,612.00
	1980-81	—	16,39,647.72	9,82,398.50
	1981-82	56,91,686.03	38,40,777.65	10,63,562.78
	1982-83	—	66,64,889.72	9,89,172.00
	1983-84	—	—	1,54,593.17
	1984-85	3,29,23,802.10	—	77,57,970.00
	1985-86	4,36,07,938.11	89,29,880.51	12,87,828.75
	1986-87	4,46,03,497.73	69,56,635.00	36,08,817.4
	total :	12,68,26,924.02	3,09,81,694.78	1,84,96,648.91
		Karnataka	Kerala	Madhya Pradesh
Upto	1970-71	5,69,512.13	5,26,687.77	15,629.92
	1971-72	—	5,52,792.68	—
	1972-73	3,736.69	2,935.29	645.00
	1973-74	1,000.75	1,92,515.48	25,428.35
	1974-75	7,275.78	60,444.68	1,47,819.39
	1975-76	3,52,690.81	1,49,081.89	—
	1976-77	1,33,333.00	5,33,172.52	—
	1977-78	58,054.95	1,64,430.28	—
	1978-79	2,61,664.07	4,69,298.11	—
	1979-80	1,19,696.38	5,82,898.80	—
	1980-81	10,00,644.43	8,156.64	7,71,920.77
	1981-82	17,21,266.00	5,20,630.74	9,26,594.81
	1982-83	38,68,316.72	9,52,172.14	12,20,283.98
	1983-84	46,12,229.00	23,53,693.78	9,95,430.46
	1984-85	1,10,61,276.00	48,36,495.17	9,05,779.51
	1985-86	2,44,54,314.25	23,92,464.53	52,73,508.00
	1986-87	1,46,76,018.91	62,39,152.53	1,15,65,833.33
	Total :	6,29,01,129.85	2,05,17,021.03	2,18,48,873.52

Year		Maharashtra	Orissa	Punjab
Upto	1970-71	—	5,25,481.81	21,95,292.91
	1971-72	—	1,77,881.54	24,870.00
	1972-73	—	5,80,496.17	2,36,069.71
	1973-74	—	1,09,422.00	48,341.00
	1974-75	—	2,89,935.67	1,66,529.00
	1975-76	—	2,80,961.49	4,95,117.30
	1976-77	—	—	11,950.00
	1977-78	—	—	89,069.67
	1978-79	—	9,36,478.10	3,14,160.33
	1979-80	33,359.67	7,64,651.30	13,507.40
	1980-81	93,05,512.20	8,46,458.42	11,39,566.15
	1981-82	—	8,27,255.32	6,53,389.82
	1982-83	—	5,60,353.24	18,28,173.00
	1983-84	1,54,026.44	2,76,490.49	21,82,335.84
	1984-85	55,38,316.46	—	67,12,620.00
	1985-86	57,41,121.85	23,35,043.25	37,69,414.69
	1986-87	97,65,534.00	—	19,36,635.00
	Total :	3,05,94,813.95 + 33,359.07	85,10,908.80	2,18,65,932.82
		Rajasthan	Tamil Nadu	Uttar Pradesh
Upto	1970-71	76,522.15	10,81,243.06	16,96,643.11
	1971-72	—	4,01,068.97	19,749.11
	1972-73	1,692.00	3,88,138.07	9,000.00
	1973-74	—	4,21,878.30	15,979.00
	1974-75	—	3,42,974.01	4,898.00
	1975-76	25,331.93	2,57,297.82	—
	1976-77	5,53,530.70	3,02,352.27	1,33,103.00
	1977-78	—	10,60,397.38	24,312.77
	1978-79	—	10,80,076.70	17,94,674.88
	1979-80	—	8,22,139.00	16,40,071.02
	1980-81	—	25,47,381.05	68,11,498.40
	1981-82	—	41,60,993.80	37,84,991.60
	1982-83	7,52,661.49	30,17,691.30	95,33,395.57
	1983-84	29,17,288.15	76,65,224.12	93,94,651.11
	1984-85	16,18,487.47	39,48,429.40	1,12,83,471.55
	1985-86	62,28,346.73	1,57,28,314.38	1,27,65,939.00
	1986-87	80,49,443.02	3,55,55,396.52	2,03,65,765.50
	Total :	2,02,25,353.70	7,39,78,946.24	7,93,78,143.62
		West Bengal		Grand Total
Upto	1970-71	17,35,820.90		1,28,69,949.62
	1971-72	8,25,172.11		31,77,075.32
	1972-73	12,84,517.85		26,80,051.98
	1973-74	3,24,692.38		13,02,773.47
	1974-75	14,19,987.47		29,20,220.89
	1975-76	—		19,43,871.90
	1976-77	—		12,57,688.66
	1977-78	27,139.42		18,25,437.20
	1978-79	50,65,515.95		1,03,07,492.40
	1979-80	17,79,236.79		75,51,708.12 + 33,359.07
	1980-81	15,37,818.94		3,01,00,352.36
	1981-82	—		2,43,30,069.44
	1982-83	1,50,007.75		3,05,80,038.10
	1983-84	9,83,912.72		3,57,44,288.13
	1984-85	93,53,019.90		10,00,09,741.0
	1985-86	79,11,543.08		15,32,62,503.26
	1986-87	55,29,472.70		17,88,55,118.51
	Total :	416,65,578.84		60,01,13,330.48 + 33,359.07
				60,04,76,739.55
All India Accounts figures				40,01,42,423.00
Difference				34,316.55

This difference of Rs. 38,359.07 has been identified and necessary T.E. passed in August, 1987. The remaining balance of Rs. 957/- is being looked into.

ANNEXURE—'B'

Break up of outstanding advances as on 31-3-87 under the Head Advances to the State Governments/P.W.D. for repairs & Maintenance of Office Buildings/Hospital Dispensaries etc. Rs. 25000

Sl. No.	Name of the Region / Sub Region	Upto 1978-79	1979-80	1980-81	1981-82	1982-83	1983-84	1984-85	1985-86	1986-87
Rs. in lakhs)										
1.	Headquarters	3.21	..	..	0.35	1.65	1.79	1.23	0.79	5.54
2.	Andhra Pradesh	4.01	2.11	1.88	..	2.19	2.05	3.38	10.57	10.63
3.	Assam	—	—	—	—	—	—	—	—	—
4.	Bihar	2.15	0.86	—	—	2.26	5.78	2.84	8.11	3.46
5.	Delhi	—	—	—	—	—	—	—	—	—
6.	Gujarat	0.58	4.93	—	0.94	2.25	2.25	47.69	2.03	6.44
7.	Haryana	3.56	0.35	1.27	0.47	—	—	1.05	10.52	11.84
8.	Karnataka	0.88	—	—	3.07	0.37	1.25	5.08	4.85	12.40
9.	Kerala	3.55	1.68	0.94	1.30	1.60	2.43	0.28	5.63	39.05
10.	Madhya Pradesh	3.40	0.74	1.84	6.47	6.66	4.44	7.30	18.07	18.47
11.	Maharashtra	4.07	2.38	22.98	21.80	8.75	10.39	44.27	8.58	42.76
12.	Orissa	0.61	—	0.68	0.45	2.40	1.29	2.63	2.46	8.57
13.	Punjab	2.35	0.66	1.62	0.38	—	1.64	1.15	9.31	6.98
14.	Rajasthan	1.10	2.09	1.31	1.28	1.12	2.17	3.59	3.64	9.94
15.	Tamilnadu	29.05	11.96	12.79	4.65	4.86	5.38	14.66	23.48	41.86
16.	Uttar Pradesh	—	—	—	—	6.65	18.01	27.37	2.90	14.10
17.	West Bengal	32.36	3.89	5.53	18.21	3.17	13.48	36.75	21.03	17.37
18.	D(M) D's Office	16.39	0.61	0.57	2.52	5.78	14.77	6.69	2.34	20.37
19.	Nagpur	—	—	—	—	—	—	1.33	3.48	—
20.	Poona	—	—	—	—	—	—	—	—	—

नई दिल्ली, 21 सितम्बर, 1988

New Delhi, 21st September, 1988

का.ग्रा. 3042.—केन्द्रीय सरकार, औद्योगिक रोजगार (स्थाप्य आदेश) अधिनियम, 1946 (1946 का 20) की धारा 2 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार के श्रम मंत्रालय की अधिसूचना सं. का.ग्रा. 1888, तारीख 6-5-1982 को अधिकांत करते हुए, इसमें उल्लेख अनुसूची के स्तम्भ 1 में विनिर्दिष्ट अधिकारियों को, उक्त अनुसूची के स्तम्भ 2 में की तत्वावधि प्रविष्टियों में विनिर्दिष्ट क्षेत्रों के भीतर स्थित केन्द्रीय सरकार या रेल प्रशासन के नियंत्रणाधीन औद्योगिक प्रतिष्ठानों या प्रमुख पत्तन, खान या तेल क्षेत्रों को बाबत, उक्त अधिनियम के अधीन श्रम प्रतिकारों के कृत्यों का प्रयोग करने के लिए नियुक्त करता है।

अनुसूची

अधिकारी	प्रदेश
1. मुख्य श्रमायुक्त (केन्द्रीय)	मुम्बई, बंगलोर, कोचिन
2. संयुक्त मुख्य श्रमायुक्त (केन्द्रीय)	मद्रास, हैदराबाद, भुवनेश्वर
3. उप मुख्य श्रमायुक्त (केन्द्रीय) धनबाद	धनबाद, आसनसोल, गुवाहाटी
4. उप मुख्य श्रमायुक्त (केन्द्रीय)-I	अजमेर, कलकत्ता, अहमदाबाद
5. उप मुख्य श्रमायुक्त (केन्द्रीय)-II	जबलपुर, कानपुर
6. उप मुख्य श्रमायुक्त (केन्द्रीय)-III	दिल्ली, चंडीगढ़

[फा.सं. एस-11025/3/86-सी एल टी/सी एल एस-I]

—समन्वय]

एस.एम.आर. जैदी, निदेशक

S.O. 3042.—In exercise of the powers conferred by clause (a) of section 2 of the Industrial Employment (Standing Orders) Act, 1946 (20 of 1946) and in supersession of the notification of the Government of India in the Ministry of Labour No. S.O. 1888 dated 6-5-1982, the Central Government hereby appoints the officers specified in Column 1 of the schedule annexed hereto to exercise the functions of an Appellate authority under the said Act, in respect of industrial establishments under the control of Central Government or a Railway administration or a major port, mine or oil-field situated within the territories specified in the corresponding entries in column 2 of the said schedule.

THE SCHEDULE

Officers	Regions
1. Chief Labour Commissioner (Central).	Bombay, Bangalore, Cochin.
2. Joint Chief Labour Commissioner (Central)	Madras, Hyderabad, Bhubaneswar.
3. Deputy Chief Labour Commissioner (Central) Dhanbad.	Dhanbad, Asansol, Guwahati.
4. Deputy Chief Labour Commissioner (Central)-I	Ajmer, Calcutta, Ahmedabad.
5. Deputy Chief Labour Commissioner (Central)-II	Jabalpur, Kanpur.
6. Deputy Chief Labour Commissioner (Central)-III	Delhi, Chandigarh.

[F. No. S-11025/3/86-CLT/CLS.I/Coord]

S.M.R. ZAIDI, Director.

नई दिल्ली, 23 सितम्बर, 1988

AWARD

का.आ. 3043.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार उत्प्रवास संरक्षी कार्यालय, दिल्ली में अवर सचिव श्री मंगल सेन दांगरी को दिनांक 23 सितम्बर 1988 में अगला आदेश जारी होने तक उत्प्रवास संरक्षी दिल्ली के रूप में नियुक्त करती है।

[सं. ए-22012(1)/86-उ.प्र. -2]

अश्विनी कुमार लूथरा, निदेशक

New Delhi, the 23rd September, 1988

S.O. 3043.—In exercise of the power conferred by section 3, sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri M. S. Tangry, Under Secretary as Protector of Emigrants, Delhi from 23rd September, 1988 till further order.

[No. A-22012(1)/86-Emig.II]

A. K. LUTHRA, Director.

का. आ. 3044.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ दंडोदा के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-88 को प्राप्त हुआ था।

S.O. 3044.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publish the award of the Industrial Tribunal, Ahmedabad as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government on the 13th September, 1988.

BEFORE SHRI G.S. BAROT, PRESIDING
OFFICER, INDUSTRIAL TRIBUNAL
(CENTRAL) AT AHMEDABAD

Reference (ITC) No. 6 of 1981

ADJUDICATION

BETWEEN

Bank of Baroda, Baroda, Songadh Branch.

AND

The workmen employed under it.

In the matter of termination of services of Shri
R. S. Patel, Clerk w.e.f. 14-7-1979.

APPEARANCES :

Shri S. M. Gandhi, Advocate for the Bank.

Shri J. I. Shah, Advocate for the workmen.

This industrial dispute between Bank of Baroda and their workmen has been referred to me for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947, by the Government of India, Ministry of Labour's Order No. L-12012/170/79-D.I.A. dated 7th April, 1981.

2. The dispute relates to a single demand of the workmen which read as under :—

“Whether the action of the management of Bank of Baroda in relation to their Regional Office, Baroda, Songadh Branch, in terminating the services of Shri R. S. Patel, Ex-Clerk with effect from 14-7-1979 is justified? If not, to what relief is the concerned workman entitled?”

3. The case of the workman as revealed from his statement of claim Ex. 2 is that he was appointed as a Clerk in the Bank of Baroda vide Office Order No. ESGZ/SRT/STF/1/585, dated 19th December, 1978 and posted at Songadh Branch of the Bank. He was a permanent employee of the Bank. However, the Bank of all of a sudden vide Office Order No. STF/13/36 dated 14th July, 1979 terminated his services without assigning any reason. According to him his work and conduct were quite satisfactory and there was no cause or complaint. The workmen concerned has challenged the order of termination mainly on the grounds that the action of the Bank is a colourable exercise of the managerial power with a view to victimise the workmen for his legitimate trade union activities; that the workmen concerned has been punished due to inter-union rivalry prevailing in the said Bank; that the order of termination has been issued by an authority below the appointing authority; that the services of the workmen has been terminated in violation of principles of natural justice as he was not afforded any opportunity to defend his case; that the order of termination is in violation of provisions of standing orders and Sastri Award/Desai Award with various bi-partite settlements regularising the conditions of services of employees; that the said action of the Bank is in violation of the mandatory provisions of Section 25F of the Industrial Disputes Act, 1947. He has, therefore, prayed that the order dated 14th July, 1979; should be quashed and he should be reinstated on his original post of Clerk with full back wages and continuity of service and be granted all other fringe benefits like leave, bonus etc.

4. The Bank has denied the claim of the workman vide its written statement Ex. 3. It is stated therein that Shri R. S. Patel, the workmen concerned was a probationer in the clerical cadre and not a permanent employee as per his claim. That Shri Patel joined Bank's service as Cash Clerk on 28th December, 1978 and was posted at their Fort Songadh Branch. He was appointed on probation for a period of six months as per the terms of his appointment. His services were terminated with effect from 14th July, 1979 for the reasons that he overstayed leave on 13th February, 1979 though he was specifically instructed not to overstay the sanctioned leave on 12th February, 1979; that he unauthorisedly remained absent again from 19th March, 1979 without

handing over the charge of the despatch department; that when the cash box of the despatch department was opened, it was found that there was shortage of 70 paise in the cash box; that when he was asked to explain the reason for his unauthorised absence, he refused to accept the letter dated 6th April, 1979; that he never submitted his explanation for his unauthorised absence from 19th March, 1979 to 5th April, 1979; that he picked up quarrel with Mr. Jadav, the Head of Department of the S. B. Department; that he refused to accept the payment of electric bills from consumers of the Gujarat Electricity Board; that Mr. Patel did not improve his work and conduct after the verbal and written instructions and so his services were terminated by paying one month's salary in accordance with the terms of his appointment. According to the Bank the action of the Bank in terminating the services of Mr. Patel is not punitive and, therefore, no enquiry was held. However, if the Tribunal comes to a conclusion that the termination is punitive in nature, Bank should be permitted to hold enquiry in support of its case.

5. Over and above the documentary evidence, the oral evidence of Shri R. S. Patel, the workman concerned has been led at Ex. 11 and the oral evidence of Dolatrai Lallubhai, Manager of the Songadh Branch has also been led by the Bank at Ex. 21. The Bank has also examined one Shri Parmanand Mathuradas Mehta at Ex. 26 in support of its case.

6. Shri J. I. Shah, the learned Advocate for the workmen concerned and Shri S. M. Gandhi, the learned Advocate for the Bank have appeared in this matter.

7. Shri J. I. Shah, the learned Advocate for the workman has argued that the order of termination of the workman is quite illegal and improper as it is passed by the Branch Manager of Songadh Branch who is admittedly lower in rank than the Regional Manager who is appointing authority. He has further contended that as per Sastri Award if the services of the probationer is not terminated before the expiry of his probation period, he will be automatically confirmed. And if it is so, the workmen concerned should have been given three months' notice or notice pay before passing the order of his termination unless the termination of service is for any misconduct. Shri Shah has also argued that Sastri Award provides that if the Bank wants to extend the probation period of the probationer to give him further chance, then it shall give a notice in writing to the probationer that the Bank wants to extend his probation period and if the probationer gives his consent in writing to the Bank, the Bank can extend his probation period. Nothing of this sort has been done in this case. Not only that but the order extending his probation period also is not a record. Therefore, he has contended that it is camouflage and/or colourable exercise of powers. He has also contended that though the order of termination is worded as discharge simpliciter, in fact, it is a punitive order as it is apparent from the confidential letter No. STF. 13/9 dated 5th March 1979, addressed to Shri R. S. Patel, the workman concerned by the Manager of Port Songadh Branch, which mentions various misconducts. The order of termination is

founded on misconducts of the probationer and, therefore, it is punitive order. Shri Shah, therefore, vehemently argued that in such a case the services of the workman concerned cannot be terminated without due enquiry and following the principles of natural justice.

8. Shri S. M. Gandhi, the learned Advocate for the Bank, however, argued that the contention of Shri J. I. Shah that the order of termination is passed by the authority lower in rank than the appointing authority is not true. It was contended that the order dated 14-7-1979 is conveyed by the Branch Manager of Port Songadh Branch but the actual decision to terminate the services of the workman concerned was taken by the Regional Manager who is an appointing authority. He has also contended that after completion of the probation period the probationer will not be automatically confirmed. He has further argued that as per Sastri Award if the termination of service is not for any misconduct, then for a confirmed employee, three months notice and for a probationer one month's notice or notice pay is required to be given. According to him, the workman concerned being a probationer, one month's notice pay was tendered to him and that was quite legal and proper. He has further contended that the order of termination is without any stigma and it is an order of discharge simpliciter, and no enquiry is required to be made. There is also no question of violation of principles of natural justice. It is an inherent right of the employer to dispense with the service of the probationer if his work and conduct is not found satisfactory. He has argued that it is clear from the report about his work submitted by the Branch Manager of Port Songadh Branch that his work and conduct were not satisfactory hence his services were terminated. He has forcefully contended that the order terminating the services of the probationer does not attach any stigma and hence no enquiry is required to be made. The meaning of the word probationary period is to test the person before absorbing him as a regular or permanent employee and the employer has every right to do away with the services of the probationer if his work and conduct are not found to be satisfactory.

9. From the oral as well as documentary evidence and the arguments of the learned Advocates for the parties two main points arise in this case. The first is whether the probationer will get automatic confirmation on the expiry of his probation period or he can be said to be confirmed only after the order of confirmation is passed by the Bank. The second point is whether the order of termination passed by the authority lower in rank than the appointing authority is legal and proper.

10. Now let us take the first point. The appointment order No. ESGZ/SRT/STF/1585 dated 19-12-1978 is passed by the Regional Manager appointing Shri R. S. Patel as a Clerk on probation for six months. It is also mentioned in this order that Shri Patel will be on probation for a period of six months which might be extended by the Bank at its discretion and that during the probationary period, his services were liable to be terminated by

one month's notice or on payment of a month's pay and allowances in lieu of notice. It appears that his work and conduct being not found satisfactory the Bank has terminated his services by the Order No. STF. 13/36 dated 14-7-1979 with immediate effect tendering one month's pay and allowances in lieu of notice. The Branch Manager of Fort Songadh Branch has signed this Order. As per the deposition of the workman concerned Shri R. S. Patel, he joined the Bank on 27-12-1979. So he was terminated after the period of 6 months and 17 days or so. Six months' period has been prescribed as the period of probation in his appointment order. His services have been terminated, 17 days after the expiry of his probation period. For this the Bank has given a reason that his work and conduct were not satisfactory so his services were terminated by paying him one month's pay in lieu of notice. It is to be noted that nowhere in the record of the case any order extending his probation period is to be found. Assuming that the order extending the period of probation has been passed, the same has been challenged by Shri J. I. Shah, the learned Advocate for the workman concerned on the ground that after the expiry of the probation period, the probationer is automatically confirmed as per Sastry's Award. In this connection he has invited my attention to para 495 of Sastry's Award which reads as under :—

“The Sen Award fixed the period of probation at 6 months, which in certain cases would be extended by 3 months. We respectfully agree with the said direction and direct that ordinarily the period of probation should not exceed 6 months. However, in case of persons whose work is not found to be quite satisfactory during the said period but who are likely to improve and give satisfaction if a further opportunity is given to them, the period may be extended by three months provided due notice in writing is given to them and their consent in writing is obtained before the extension of their period of probation. In all other cases probationers after the expiry of the period of six months should be deemed to have been confirmed, unless their services are dispensed with on or before the expiry of the period of probation.”

In view of this specific provision of automatic confirmation after the period of six months made in Para No. 495, I cannot agree with the arguments of Shri Gandhi that the probationer will not be automatically confirmed after the expiry of period his probation except that the period of probation has been extended for a further period. But it is not the case here. As per this rule even if the Bank wanted to extend the probation period, it is incumbent upon it to give due notice in writing to the probationer informing that the Bank wants to extend his probation period and to obtain his consent in writing. Without observing this formality the Bank has no right to extend his probation period at its sweet will. The judgement in the case of Dhanjibhai Ramjibhai Vs. State of Gujarat reported in

1985 Vol.-II LII p.521 will not be applicable in this case because here in this case service rules specifically mentions that except in the cases where due notice has been given and consent obtained probationer after the expiry of the period of six months shall be deemed to have been confirmed unless their services are dispensed with on or before the expiry of period of probation. In this case there is specific provision in the service rules that before expiry of the probation period the probationer shall be given due notice in writing that the Bank wants to extend his probation period and his consent should also be obtained in writing. A Division Bench of the Gujarat High Court has upheld this view in the case of Gujarat Bank Workers Union and Anr. v. Jamnagar District Co-operative Bank Ltd. and Anr reported in (1978) XIX G.L.R. p. 142, and held that this deemed fiction of automatic confirmation must be presumed when no formal order of confirmation is passed. Right to extend the period of probation must be exercised before the expiry of the maximum period. The decision in the case of Ajit Singh and others Vs. State of Punjab and another is not relevant here as it deals with the meaning of probation period and increment and other points. The most important decision, so far as this case is concerned, is given by the High Court of Bombay in the case of Bhikamsingh Vs. Maharashtra State Road Transport Corporation reported in 1982—Vol. II L.L.J. p. 304 wherein it is held that the law about right of probationers is well-settled and crystallised in many judicial decisions. A probationer cannot automatically acquire the status of a permanent member of a service unless of course the rules expressly provide for such a result. Even though a probationer may have continued to act in the post to which he was appointed on probation, for more than initial period of probation, he cannot become a permanent servant merely because of efflux of time, unless the rules provide for it expressly. In the present case, the service rules expressly provide that the probationer is deemed to have been confirmed after the period of probation if his probation period is not extended by giving due notice in writing before the expiry of his period of probation and his consent in writing is not obtained. If this is the position, then naturally the workman concerned will be taken as permanent after the period of his probation and for terminating the services of a permanent servant three months notice is necessary if termination is not for an act of misconduct. In this case only one month's pay in lieu of notice is given which means that the workman concerned was treated as a probationer. It is, therefore, not the case of the Bank that the action of termination was taken for any misconduct. If it is so, the action of the Bank in terminating the service of the workman concerned by giving only one month's notice is not legal inasmuch as the workman concerned has become permanent after expiry of six months. Shri J. I. Shah, Advocate for the workman concerned, has argued that the order passed is punitive and not by way of discharge simpliciter as has been shown to be and in support, he has advanced several arguments as above.

11. As against this, Shri Gandhi for the Bank has contended that in view of fact that the concerned workman has committed certain acts which amount to misconduct and the same having been admitted by the workman concerned, it could be said that the conduct of the workman concerned was not good or satisfactory

and he being a probationer, his services were terminated during the period of probation. Shri Gandhi then invited my attention to the conduct of the workman concerned by reading out certain evidence and documents on record. Shri Gandhi then pointed out specific instances of misconduct of the workman concerned which according to Shri Gandhi could be said to have been proved. Narrating the incidents Shri Gandhi pointed out that the workman concerned had asked for two days' leave i.e. 12-2-1979 and 13-2-1979. The Bank had sanctioned only one day's leave for 12-2-1979 but the workman concerned did not report for work on 13-2-1979 though his leave for that day was not sanctioned. The workman concerned on another occasion had asked for leave for preparation of examination from 19-3-1979 to 4-4-1979 which was rejected by the Bank and though his leave was not sanctioned the workman concerned had proceeded on leave and reported for work only on 6-4-1979 with bogus medical certificate. It was then pointed out by Shri Gandhi that on 15-2-1979 the workman concerned had picked up a quarrel with one Shri Jadav who was the Head of Department under whom he was working. It is also on record that on 5-3-1979 the workman concerned was given one letter wherein he was asked to improve himself and the workman concerned had replied the said letter in arrogant manner. Again on 13-6-1979 the workman concerned had refused to accept the payment of electric bill even though his superior officer had asked him to do so. It was hence argued by Shri Gandhi that the Tribunal should take into consideration all these misconducts as proved even without any inquiry. Shri Gandhi also argued that the workman concerned had not asked for any opportunity for his defence and, therefore, the above misconducts should be taken as proved and the workman concerned deserved to be removed from service. Shri Gandhi also contended that if all this which has come before the Tribunal is taken to have been proved then there is no necessity to go through any formality of proving misconduct by way of inquiry. Lastly, it was argued by Shri Gandhi that if all this is taken into account this is not a fit case of giving reinstatement much less for back wages. Now it is an admitted fact that the workman concerned has not been given any notice to explain the misconduct charged, nor any inquiry held in the matter. Merely because of certain facts coming on record, it cannot, as contended by Shri Gandhi, be said that no inquiry is necessary and that it could be equated with opportunity given to the workman concerned for his defence. It is, therefore, not possible to agree with the arguments of Shri Gandhi that the misconduct can be said to have been proved in this case and therefore it is not a case of reinstatement much less for back wages. On the other hand I am inclined to agree with Shri Shah that the order of termination is punitive inasmuch as in the body of the termination order dated 19-12-1978 the Bank has specifically mentioned, "It has been decided to terminate your services from the Bank's services with immediate effect, by payment of one month's pay and allowances in lieu of notice because of your work and conduct not found to be satisfactory." The Bank has also produced confidential letter No. STF : 1319 dated 5th March, 1979 addressed to Shri R. S. Patel by the Manager of Fort Songadh Branch which describes several misconducts committed by him. As per the Standing Orders, these are

serious misconducts. It appears that the Bank wanted to do away with this employee so instead of adopting lengthy procedure of proving these misconducts in the departmental enquiry, it preferred a short cut of terminating his services by giving one month's pay by treating him on probation. This in my view is the colourable exercise of powers as no enquiry as such was held and a reasonable opportunity given to the workman concerned.

12. The next point which has to be decided is whether the order of termination is illegal because it is signed by the Branch Manager, Fort Songadh and not by the Regional Manager. Shri Gandhi for the Bank has contended that the decision to terminate the services of the workman concerned was taken by the Regional Manager who is the appointing authority in this case. The Branch Manager, Fort Songadh is only the conveying authority. For this contention it has relied on the confidential letter No. STF : 2/274 dated 23-6-1979 to the Manager, Bank of Baroda, Fort Songadh by the Regional Manager sending therewith draft of the termination order to be issued to Shri R. S. Patel, the workman concerned. On the strength of this letter Shri Gandhi, the learned Advocate for the Bank has argued that the actual decision to terminate the services of Shri R. S. Patel was taken by the Regional Manager and he had also sent a draft of termination letter to be issued to Shri R. S. Patel. The Branch Manager, Fort Songadh Branch simply conveyed the decision of the Regional Manager in the draft sent by the Regional Manager. According to Shri Gandhi, it cannot be said that the order terminating the services of the workman concerned was passed by the authority lower in rank than the appointing authority. Now, let us examine this point in detail. Vide Ex. 22 the Bank has filed this letter of the Regional Manager bearing No. ESGZ : SDR : STF : 2/274 dated 23-6-1979. On the basis of this letter the Bank claims that the actual decision to terminate the services of the workman concerned was taken by the Regional Manager and the Branch Manager only conveyed the decision of the Regional Manager in the letter, the draft of which was sent by the Regional Manager. To support this say of the Bank, the Bank has filed the Xerox copy of the termination order served upon the workman concerned vide Ex. 42. The endorsement on this Ex. 42 is as under :—

"Copy to :—

The Regional Manager,
Bank of Baroda,
Surat City & Dist. Region,
Sayajiganj, Baroda : for information.

This has reference to confidential letter
No. ESGZ : SDR : STF : 2/274 dated
23-6-79."

Sd/-
Manager"

On this basis of this endorsement Shri Gandhi has tried to show that the Regional Manager had conveyed the decision of the Regional Manager vide letter No. ESGZ : SDR : STF : 2/274 dated 23-6-1979. But if we look to the original termination letter produced by the workman concerned (Ex. 41) no such

endorsement is to be found. There we find quite different endorsement which is as under :—

Copy to :—

(1) Head Office, Baroda.

(2) Regional Manager (SDR) Baroda."

The endorsement made on Ex. 42 (Zerox copy produced by the Bank) and the original copy produced by the workman concerned Ex. 41 are quite different. That the types of the letter and the endorsement are also different which has been admitted by the witness of the Bank at Ex. 26. The reply to this by Shri Gandhi is that the endorsement on it was quite normal inasmuch as that was typed at Songadh and types would be quite different. He, however, maintained that the order made is, in fact, of the Regional Manager. If the letter of the Regional Manager bearing No. ESGZ:SDR:STF:2/274 dated 23-6-1979 was really received by the Branch Manager, the same would have certainly found its place in the Inward Register of the Bank. Though the Bank had promised to produce Inward and Outward Registers, the same have not been produced uptil now. All these factors go to show that the endorsement made on Ex. 42 was not there in the original one but to justify the action of the Bank the story of the Regional Manager's letter and the endorsement on Branch Manager's letter Ex. 42 is made out. I, therefore, hold that the order of termination is also not legal because it is passed by the authority lower in rank than the appointing authority. The order of termination being illegal and improper the workman concerned will be entitled to reinstatement with full back wages.

13. The next point which has to be decided is as to the back wages of the workman concerned from the date of termination to the date of reinstatement of service. The workman concerned has prayed for reliefs of reinstatement with full back wages and continuity of service alongwith all fringe benefits like leave, bonus etc. In his cross-examination at Ex. 11 the workman concerned has denied the fact that he is employed. He has also stated therein that from 1979 till that date i.e. 18-1-1984 he was unemployed. He had also made application in the employment exchange but he has not received any interview call till that date. It is contended on behalf of the workman concerned that taking all these factors into consideration the workman concerned should be reinstated in service with full back wages and fringe benefits like leave, bonus etc. The Bank has not led any evidence to prove that the workman concerned was gainfully employed anywhere. For the reasons stated above, it is declared that the order passed against the workman concerned on 14-7-1979 is illegal and improper and he deserves to be reinstated with full back wages. I, therefore, pass the following order :—

ORDER

(1) The order dated 14th July, 1979 terminating the services of Shri R. S. Patel working as Clerk in the Fort-Songadh Branch of the Bank of Baroda is hereby quashed and set aside. The Bank is further directed to reinstate Shri R. S. Patel in service with continuity of service and with full back wages with all consequential benefits.

(2) The Bank is further directed to pay the workman concerned Rs. 500/- (Rupees Five Hundred Only) by way of costs.

Ahmedabad,

Dated, the 31st August, 1988.

G. S. BAROT, Presiding Officer
[No. L-12012/170/79-D. II(A)]

का.सा. 3045.—औद्योगिक विवाद अधिनियम, 1947 (1917 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिन्डिकेट बैंक के प्रबन्धनत्व के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार, बंगलूर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-8-88 को प्राप्त हुआ था।

S.O. 3045.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the Syndicate Bank and their workmen, which was received by the Central Government on the 14th September, 1988.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT BANGALORE

Dated, the 2nd September, 1988

PRESENT :

Shri B. N. Lajge, B.A. (Hons.), LL.B.—Presiding Officer.

Central Reference No. 688

PARTY :

Shri Vijaya Kumar Sharma,
C/o. General Secretary,
Syndicate Bank Staff Association
Annoradha Building,
Near Ananda Rao Circle,
Subedar Chatram Road,
Bangalore-560009.

Vs.

II PARTY :

The Chairman and Managing Director
Syndicate Bank,
Head Office,
Maripal-576119.

APPEARANCES :

For the I party.—Shri A. Srinivasa Aise, General Secretary of the Union.

For the II party.—Shri V. H. Upadhyaya.—Advocate.

AWARD

By exercising its powers under Section 10(1)(d) and (2A) of the I.D. Act, the Ministry of Labour, Government of India, has made the present reference on the following point of dispute by its order No. L-12012/303/87-D.II(A) dated the 29th February, 1988.

POINT OF REFERENCE

"Whether the action of the management of Syndicate Bank in dismissing from service Shri Vijaya Kumar Sharma, Clerk, Hoshiarpur Branch was justified? If not to what relief is the workman entitled?"

2. The I party workman has then filed his claim statement and inter alia he has contended as follows.

He was working as a cashier at Hoshiarpur branch in 1983. In the last quarter of 1983, he was mentally disturbed on account of his family problems. His child was seriously ill and hospitalised. Unwittingly and without knowing the implications of his act, he failed to credit certain amounts received from certain customers. When realised the mistake, he voluntarily admitted about it before the Manager and explained to him everything. The chargesheet cum suspension order was issued to him on 15-3-1984. He gave a reply dated 11-9-1984. He admitted the charges and deposited a sum of Rs. 2,500/- for giving credit to the customers. He requested the management to view his case under Clause 19.12 (e) of the Bipartite Settlement and take a lenient view. The II party however issued another chargesheet dated 9-2-1985 to him and alleged that he did not account for a sum of Rs. 2,205/-. He had orally confessed before the Manager of the Branch. A departmental enquiry was held on 19-8-1985. He admitted about the charges and stated that he had deposited the amount of Rs. 2,500/-. He requested for a lenient view. He submitted a letter dated 19-8-1985. The Enquiry Officer found him guilty. Then the order of dismissal was passed. He had filed an appeal but it was rejected. He has rendered unblemished service of six years. He is hardly about 36 years old. His family consists of a wife and two school going children and aged parents. Though the amount involved was of Rs. 2,205/-, he deposited a sum of Rs. 2,500/-. The bank has sustained no financial loss. He is without employment. He has already suffered a lot. He confessed on account of repentance. He was hopeful that the management would view the matter leniently. He committed a mistake in very abnormal circumstances. The punishment is too harsh and disproportionate. He prays for reinstatement and some minor punishment.

3. The II party bank has filed its counter statement and its contentions, in brief, are as follows :

The I party employee has claimed that he has put in 6 years of service, but he should have known the consequence of misappropriation of the monies of the customers. He has failed to account for the same until the matter was enquired into. He has committed misappropriation of the amounts paid by the customers to the tune of Rs. 2,205 within a period of three months and has indulged in forging the signatures of other officials. The fact that he admitted to his guilt is not a mitigating factor. Clause 19.12 (e) of the Bipartite Settlement invests the management with a discretion that it may dispense with the enquiry if the nature of the misconduct is such that it does not desire to impose the punishment of discharge or dismissal. The facts of the present case were not of such a nature. Under Section 10(b)(i), if the employee is guilty of any act involving moral turpitude, he cannot be continued in service. He had taken the advice of the union

and on their advice, he has made the voluntary confession. The fact that he has deposited the amount is no ground to show any concession in the matter of punishment. The action of management in not giving any complaint to the police and getting him arrested is itself a concession shown to him. The loss to the bank is not to be calculated in terms of money. Apart from the monetary loss, on account of delayed repayment, the bank has lost its reputation in an important city where customers came with complaints that the amounts paid by them were not credited, to their accounts. Any other punishment except dismissal would have spoiled the image of the bank. Taking into account the gravity of the misconduct, the management has imposed the proper punishment. The bank has lost all its confidence. The reference may be rejected.

4. The I party employee has filed his rejoinder as follows :

The allegation that he has forged the signatures of other officials is not correct. He requested the management to consider his case under para 19.12 (e) by submitting a letter dated 19-8-1985. The management should have told him it will not be possible. He was to have the assistance of one Anup Agarwal. His representative was absent and still then enquiry has been conducted on 19-8-1985. No complaint of any customer was produced in the enquiry and it is not proved that the bank has lost its reputation on account of any complaint.

5. On 7-7-1988 Shri A. S. Alsce, the representative for the I party employee submitted that he had no objection to mark the documents produced along with the list dated 9-5-1988. They were marked as Exs. M-1 to M-23. Thereafter the employee WW-1 Vijaya Kumar Sharma was examined and the side of the I party was closed.

6. The matter was called on 13-7-1988. The learned counsel for the II party submitted that the II party has no evidence.

7. The parties have been heard.

8. My finding on the point of reference is as follows :

9. The action of the management of Syndicate Bank in dismissing from service Shri Vijaya Kumar Sharma, Clerk, Hoshiarpur branch is not justified, but since the misconduct has been established, it is held that the reasonable and proper punishment is discharge.

REASONS

10. WW-1 the workman has contended only in the rejoinder filed on 9-5-1988 that during the course of the enquiry he submitted a letter dated 19-8-1985 to consider his case under Clause 19.12 (e) and if the management had no intention to consider his case under the said clause, he should have been told about it and since no such procedure has been followed, his case may be considered under Clause 19.12 (e). The letter dated 19-8-1985 given by him is at Ex. M-12. The I party has addressed the said letter to Shri B. K. Raju, the Enquiry Officer. Therein he refers to the chargesheet dated 9-2-1985 issued to him. He states in the said letter that in his reply to the chargesheet he had already accepted the charges levelled against him and he had already deposited Rs. 2,500/- on his own and because the bank had not suffered any financial loss, he requests

that his case may be treated under Para 19.12 (e), keeping in view of his age and family. There is no case either in the claim statement or in the rejoinder that the I party workman had sent a representation of the nature of Ex. M-12 to the management and that the management had made a promise to him that his case will be considered under Clause 19.12 (e). Clause 19.12 (e) invests the management with a discretion that it may not hold any enquiry, if it considers that the alleged misconduct is not of a grave nature calling for the punishment of discharge or dismissal and then make proposal to the employee that he may make a voluntary admission. The management had issued the chargesheet cum suspension order against him on 15-3-1984 itself as per Ex. M-1. Ex. M-2 is the letter by the employee in response to the chargesheet. Therein he has requested for one month time on the ground that he was not feeling well. The management had granted him time as per Ex. M-3 dated 11-4-1984. Ex. M-5 is another letter sent by him requesting for 15 days time and he has enclosed a medical certificate to his said letter. Ex. M-4 the medical certificate is dated 3-5-1984 and it shows that the employee required 15 days leave. His request for further time was conceded by the management as per Ex. M-6 dated 14-5-1984. On 18-5-1984, the employee sent another letter as per Ex. M-7 and contended that he had forwarded a copy of the chargesheet to the General Secretary of the Union at Bangalore and he was expecting a reply. After considering his request for further time, the II party has granted him still more time till 15-6-1984 as per Ex. M-8. The management sent a reminder dated 17-7-1984 that he had not submitted his reply and he may do so. Ex. M-10 is the explanation dated 21-2-1985 given by the employee to the letter of the bank dated 9-2-1985. The I party employee has stated therein that he has already admitted to the charges as per his letter dated 11-9-1984 and he further contends that he had informed the Manager of the happenings on his own before the chargesheet was issued to him and he has already deposited Rs. 2,500/- more than the amount required and that he had never forged the signature of any staff member and that his case may be settled under Clause 19.12 (e). Ex. M-11 discloses that on 19-8-1985, the Enquiry Officer had started the proceedings. The I party employee had not produced any letter to show that after the management received his letter Ex. M-10, any promise was made to him by any officer that his case will be dealt with under Clause 19.12 (e). If that was the case nothing prevented the employee to request the management to withdraw the chargesheet Ex. M-1 and issued only a show cause notice to him showing the proposed punishment except the punishment of discharge or dismissal. From the conduct of the management in not sending any written reply to the I party employee, it is obvious that the management did not intend to press into service the provisions of Clause 19.12 (e). The fact that the employee gave his another letter of admission dated 19-8-1985 to the Enquiry Officer as per Ex. M-12 or that he orally admitted about his guilt before the Enquiry Officer in the proceedings of 19-8-1985 as recorded in Ex. M-11 does not show that any promise was put forth to him and that the management has played an unfair game with him. The proceeding of

the Enquiry Officer at Ex. M-11 discloses that soon after the chargesheet was read over to him, the I party employee admitted the charges and contended before him that he had already admitted about it orally before the Management of the branch and he had submitted a letter dated 19-11-1984 admitting his guilt and had also deposited a sum of Rs. 2,500/- on his own and therefore he requests that a lenient view may be taken. He has also stated that he was giving another letter of even date and with that the Enquiry Officer had closed the enquiry. Ex. M-13 is the report of the Enquiry Officer dated 19-8-1985. The Enquiry Officer has held him guilty. Ex. M-14 is the letter of the Enquiry Officer to the management enclosing the report Ex. M-13. In para 7 of his evidence the I party employee states that before he admitted to his guilt before the Enquiry Officer he had gone to the zonal officer, Delhi and consulted the Industrial Relations Officer and they had told him that they will consult the A.G.M. He further states that they told him that he should confess and that the punishment may be that there may be warning or stoppage of one increment and that he would be reinstated and that his case would be considered under Clause 19.12 (e). In para 8 he further states that he went on confessing and admitting to the charges even till the appellate stage, and at every stage he was assured by the management that he would be reinstated. In para 19 in the cross-examination, he states that Mr. Baliga, A.G.M. Delhi, Mr. Kokilaya, Officer, Industrial Relations had told him that if he admits the matter, his case would be considered leniently. He further states that the Enquiry Officer had also held out a promise like that. As observed by me earlier, there is nothing either in the claim statement or in the rejoinder that Mr. Baliga, Mr. Kokilaya or Mr. Raju had held out any promise to him that if he was to make any admission, his case will be considered under Clause 19.12 (e). In his cross-examination the employee further admits that he had given his representation to the A.G.M. as per Ex. M-19. Ex. M-19 is dated 28-12-1985. After the Enquiry Officer gave his report as per Ex. M-14, the A.G.M. who was the disciplinary authority sent him the II show cause notice as per Ex. M-15 to show cause as to why he should not be dismissed from service. By Ex. M-16 dated 27-12-1985, the I party employee had sought for a personal hearing. His request was conceded as per Ex. M-17 dated 27-12-1985. On 28-12-1985 personal hearing was given to him as per Ex. M-18. Ex. M-19, the written submission has been given by the I party employee on the same day, 28-12-1985. In Ex. M-19 nothing has been shown that any promise had been held out to him and if he admits his case will be considered under para 19.12 (e). The contention of the I party employee that the said officers had held out a promise to him and therefore he had admitted to his guilt is not borne out by anything on record, except his bear statement. His contention that even before the chargesheet had been issued to him, may, even before the Manager had come to know, he had himself approached the Manager and had told about all the things runs contrary to his contention that he made a clean breast to the charges levelled against him only because a promise had been held out to him, that his case will be considered under clause 19.12 (e), if he makes an admission. Since he has pleaded

throughout that he had himself gone to the Branch Manager and told him, even before the Branch Manager had come to know about it, his contention put forth before this Tribunal that under the promise or inducement of the officers, he admitted to his guilt in the enquiry cannot be accepted. Ex. M-1 the chargesheet and Ex. M-20 the proceedings of the A.G.M. dated 12-2-1986 show that between September 1983 and December 1983 the I party employee while working as a Cashier of Hoshiarpur branch had issued official receipts without the knowledge of the officials of the Branch to various customers against amounts handed over to him towards their loan accounts and he did not account for their monies in the books of the bank and had misappropriated a sum of Rs. 2,205 received from 21 customers. On page 2 of Ex. M-20 details have been shown as to in respect of which accounts, the I party employee had received various amounts on the respective dates. The said particulars indicate that I party employee had received amounts from September to December 1983 and the said amounts had not been credited and shown in the account books of the bank even on 17-12-1983 on which date the last amount of Rs. 125/- had been received in regard to one Gobinda Ram. The additional chargesheet at Ex. M-22 dated 9-2-1985 substantiates the statements made in Ex. M-1 and M-20. The enclosure shown as Annexure I to Ex. M-22 called upon the I party employee to explain as to why he has not credited the various amounts received from 21 customers detailed therein Ex. M-21 is a letter dated 12-2-1986 sent to the I party employee enclosing the proceedings of the A.G.M. dated 12-2-1986.

11. In para 3 of his evidence the I party employee has sworn that at that time his father was seriously ill and so also his younger son and he had to attend to them and therefore his mental condition was abnormal in those days. It is admitted by him that he had received various amounts from the customers and had issued counterfoil receipts. He, however, states that he had kept the slips which were to be entered in the ledger and cash books in his drawer. Para 4 of his evidence discloses that on a certain day, he found those slips missing from his drawer and then he went to the Manager and told him about all the things and upto that time the Manager was not knowing anything. There is no virtue in saying that he had kept the amounts received in September, October and November till the 17th of December 1983 and disclosed about them to the Manager who he found the slips missing from the drawer. In the cross-examination at para 12, he however states that in December 1982 or January 1983 his mental condition went out of order. Nothing has been produced on record to show that between September to December 1983 he was not keeping mental health. In para 20 of his evidence, he admits that he had done M.A. in Political Science. Admittedly, he had put in a service of six years by then. The learned counsel for the II party, in the context of the aforesaid facts contended that the punishment of dismissal imposed on him is quite reasonable and proportionate to the act of misconduct. He further submitted that such an employee cannot be retained as per the provisions of Section 10 (1) of the Banking Regulation Act, 1949. Section 10(1)(b)(i) of the said act states that a bank cannot keep in its employment any

person who has been convicted by a criminal court for an offence of moral turpitude. Since there is no conviction, I find that the provision is not attracted. The II party has pleaded in the counter statement that they have lost confidence in him and the learned counsel contended that the Insurance Companies do not accept the insurance proposals of the bank for their monies and properties if they retain an employee who is guilty of misconduct involving moral turpitude. There has been no convincing reply to the said contention.

12. In the written arguments, the learned representative for the I party workman had laid stress on the point that the employee had voluntarily confessed to the Manager on 20-7-1984 and has deposited a sum of Rs. 2,500/- and had made a request to consider his case under Clause 19.12 (e) and therefore the order of dismissal may be set aside. The contention raised in the written argument that promise had been held out to him or assurance had been given to him has not been accepted. The very fact that the management did not withdraw the chargesheet or the additional chargesheet was sufficient to give notice to the I party employee that it did not intend to have recourse to Clause 19.12 (e). The mental abnormality cannot be a ground to keep the various amounts received from the customers for months together. It cannot be said that the learned counsel for the II party has exaggerated the matter when he submitted that the bank has lost its image, because the monies of as many as 21 customers had not been accounted for in the books of the bank for months together. It cannot also be said that his submission that the bank has lost confidence in him is not supported by sufficient material placed on record. However, one thing is clear from the record that the management did not indicate to the I party employee that the contentions he had put forth about his loss of mental equilibrium during the relevant time or about his indigent circumstances were not true or correct. There is also no material placed on record by the II party to rebut that the employee himself had gone to the Branch Manager and had disclosed about these matters to him. Taking into account these mitigating circumstances, I find that if it is a fit case to invoke the provision of Section 11-A of the J.E. Act and direct the management to reduce the punishment to that of discharge. In view of my findings that the contention of the management that it has lost confidence in him cannot be said to be unsustainable, I find that it is not a fit case to order for reinstatement and impose any other lesser punishment.

13. In the result, an award is passed to the effect that the action of the management of the II party in dismissing from service Shri Vijaya Kumar Sharma was not justified. It is directed that the management shall reduce the punishment to that of discharge and it shall pay him the consequential benefits which ensue on passing an order of discharge.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me)

B. N. LAUGE, Presiding Officer

[No. 1-12012/303/87-D.II(A)]

N. K. VERMA, Desk Officer.

का. आ. 3046.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-88 को प्राप्त हुआ था।

S.O. 3046.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bangalore as shown in the Annexure in the industrial dispute between the employers in relation to the Indian Overseas Bank and their workmen, which was received by the Central Government on the 13th September, 1988.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated 2nd September, 1988

PRESENT :

Shri B. N. La'ge, B.A. (Hons), LL.B. Presiding Officer.

Central Reference No. 163/87

I PARTY

Shri R. Mahadevaiah & Others
Rep. by Regional Secretary,
All India Overseas Bank,
Employees Union,
C/o Indian Overseas Bank
Small Business and Agency
25/1, Meenakshi Koil Street,
Shivajinagar, Bangalore-51.

Vs.

The Regional Manager,
Indian Overseas Bank,
Regional Office
10/1, Palace Road
Bangalore-560052.

APPEARANCES :

For the I Party Shri B. G. Suryakumar, Advocate.

For the II Party Shri R. Gopal, Advocate.

AWARD

By exercising its powers under Section 10(1)(d) and (2A) of the I.D. Act 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its Order No. L-12011/64/86-D.II(A) dated 4-11-87.

POINT OF REFERENCE

'Whether the management of Indian Overseas Bank is justified in not regularising the services of following 11 Temporary Messengers whose dates of appointments are furnished against their names? If not to what relief the same workmen are entitled?

- | | |
|--------------------------|-------------|
| 1. Shri R. Mahadevaiah | ..17-01-85 |
| 2. „ S. S. Krishnappa | ..04-01-85 |
| 3. „ D. N. Krishnamurthy | .. 07-01-85 |
| 4. „ T. Swamy | ..17-09-85 |
| 5. „ D. J. Krishna Gowda | |
| 6. „ Halappa | ..19-10-83 |
| 7. „ R. Puttaswamy | ..02-03-83 |
| 8. „ Basavaraj | ..11-03-83 |
| 9. „ Chinnaswamy | ..25-01-83 |
| 10. „ S. A. Bangalore | ..24-06-85 |
| 11. „ P. N. Bhat | ..17-05-82 |

2. The I party Union has then filed its claim statement and inter alia, it is contended as follows.

The services of Shri S. A. Bangalore shows at Sl. No. 10 in the order of reference have been regularised. The claim is, therefore, restricted only to the rest of the 10 persons. The I party is a registered union. It is recognised by the II party. The II party is a nationalised bank, having its branches all over India. Temporary messenger panels are in existence in each of the regional offices. Several branches of the regional office used the services of the persons shown in the panel. The panels are prepared on the basis of lists of names sent by the local employment exchange. They are assigned work on daily basis, whenever any vacancy of regular permanent messenger arises. Posting of temporary messengers are done in accordance with the seniority in the panel. The wages of these messengers are calculated on the basis of monthly salary payable to the regular messengers, depending upon the number of days they have worked. If a regular messenger is given work for a period of two months in one stretch, he is not given work for sometime, in order to cause break in his service. The workmen shown in the order of reference have been put in the following service.

Name	Branch where he was working	Period	No. of days worked
1. Mahadevaiah	Bangalore city	17-1-85 upto 30-9-87	363
2. S.S. Krishnappa	Bangalore city	4-1-85 upto 30-9-87	908
3. D.N. Krishnamurthy	-do-	7-1-85 upto 30-9-87	907
4. T. Swamy	Hebbur	17-9-81 upto 30-9-87	740
5. D.J. Krishnagowda	Thadaga	7-2-83 upto 30-9-87	329
6. Halappa	Lingadahalli	19-10-83 upto 30-9-87	360
7. R. Puttaswamy	Hysore Main	2-3-83 upto 30-9-87	894
8. Basavaraj	Mysore Main	11-3-83 upto 30-9-87	879
9. Chinnaswamy	Lingadahalli	25-1-83 upto 30-9-87	455
10. P.N. Bhat	Dasankappa	17-5-82 upto 30-9-87	441

All of them have put in more than 240 days of service. A temporary workman who has put in 240 days of continuous service in any one year or in any years gets a substantive right for permanent placement. The employer cannot indulge in any unfair labour practice, by making intermittent gaps. As per the bipartite settlement dated 14-12-66, the rights of temporary workman are recognised. Although, several vacancies have arisen from time to time, the II party has not filled them, with a mala fide intention. It has indulged in unfair labour practice. The I party addressed two letters to regularise the services of 20 messengers. The II party sent a letter dated 11-4-86 stating that the Government of India had banned creation of posts and filling up of vacancies. During the discussions of 29-4-86, the II party stated that it had appointed eight out of 12 messengers against permanent vacancies. There are permanent vacancies to accommodate all the 20 messengers. Another letter dt. 16-6-86 was written but there was no agreement. Thereafter, the dispute was raised and the Regional Labour Commissioner sent a failure report. There is no justification to continue them in the same manner. The II party has committed discrimination in appointing only 8 out of 20. A separate dispute had been raised in regard to 15 other workmen. There was a settlement dated 23-6-86 in regard to them. Another letter dt. 2-6-86 was written to them, but with no avail. Hence, it is proved that an award may be passed, directing the II party to immediately absorb and regularise their services with retrospective effect, from the date of their being included in the panel and grant them consequential benefits.

3. The II party bank has filed its counter statement and inter alia, it is contended as follows.

The claim of the I party is not sustainable. The candidates sponsored by the Employment Exchange will be called for an interview and those selected will be included in the panel of temporary messengers. Their services are utilised during the leave or temporary vacancies. Whenever permanent vacancies arise and if the bank decide to fill them up, their cases are considered in the order of seniority. Inter se seniority among the temporary messengers is maintained on district-wise basis and senior-most candidate is absorbed, whenever a vacancy arises in the district. Candidates working in permanent vacancies are regularised from the date of their reporting to permanent vacancies, as per the bipartite settlement and a selected candidate shall have to undergo probation. At present the bank is not in a position to identify permanent vacancies and even to fill such vacancies, there is a ban by the Ministry of Finance, Department of Economic Affairs. The ban exists until further orders. Shri S. A. Bangalore was working as a temporary messenger, as he was senior in the panel of Dharwar District, he has been regularised. In the interest of smooth administration, it was decided that where the sub-staff strength, after promotion is two or less than two, the vacancy should be filled up. Accordingly a vacancy of Hubli branch was identified and it was decided to fill the said post, by regularising the services of S. A. Bangalore. Wages are paid to them, proportionately, calculating on the basis of the salary and allowances of a regular messenger at the initial stage. The I party is not to strict proof regarding the number of days of work they have put in. It is denied that all the benefits given to the permanent workmen shall have to be extended to the temporary messengers, who have put in 240 days of service. Paras 18.9 to 18.13 apply only to those workmen who were in service on 1st June 1965. It is not correct that the bank has deliberately chosen not to fill up the vacancies. It is denied that because of their unfair attitude, no settlement could be arrived at. The persons shown in the panel are not temporary messengers. It is denied that there are 25 vacancies. During the discussions held before the Regional Labour Commissioner, it was agreed that the bank will confirm 15 messengers working in permanent vacancies subject to the period of probation. These 10 messengers are not working in permanent vacancies. The bank has kept up its promise. It is denied that the bank has indulged in unfair labour practice. The reference may be rejected.

4. No additional issue has been raised.

5. The management has examined two witnesses and has got marked Exs. M-1 to M-38.

6. Two witnesses have been examined for the I party and Exs. W-1 to W-28 have been got marked.
2401 GI/88—14.

7. The parties have been heard.

8. My finding on the point of reference is as follows. The Management of the Indian Overseas Bank is not justified in not regularising the services of five messengers as shown below in the order. The II party bank is justified in not regularising the services of rest of the five messengers, one messenger at Sl. No. 10 being already regularised.

REASONS

9. By inadvertent mistake no document has been marked as Ex. M-18, Ex. M-19 and Ex. M-20 and Ex. W-7. Hence, there can be no reference to any such exhibit number in the course of the award.

10. There is no dispute on the point that the temporary messenger shown at Sl. No. 10 in the order of reference Shri S. A. Bangalore has been already appointed and that his services have been regularised. He has been examined by the I party Union as WW-1. He has sworn that presently he is working as the messenger in a permanent post at Dharwar Branch. The award thus relates to only the rest of 10 persons shown in the order of reference.

11. In para 5 of the claim statement, the I party has put forth a statement that these 10 workmen have put in service ranging from 329 days to 908 days from 1981 to 1987. In order to substantiate the said claim, the I party has examined WW-2 Kumar Swamy, Assistant General Secretary of the Union. In para 10 of his evidence he states that on the basis of the vouchers produced by the II party, a statement has been prepared as per Ex. W-25 showing the service record of all these 10 persons. He further states that according to their own information, a separate statement has been prepared and it is as per Ex. W-26. Ex. W-25 discloses that in 1985 itself Shri S. S. Krishnappa and Shri D. N. Krishnamurthy had both put in more than 240 days of service, that in 1986 Shri R. Puttaswamy, Shri Basavaraju, Krishnappa and Krishnamurthy had put in more than 240 days of service, that in 1987 Shri R. Mahadevaiah and Krishnappa had put in more than 240 days of service. On the other hand, Ex. W-26 shows that in 1985 Shri R. Puttaswamy, Mahadevan and Krishnamurthy had put in more than 240 days of service and that in 1986 Shri R. Puttaswamy, Shri Basavaraju, Shri R. Mahadevaiah and Shri D. S. Krishnamurthy had put in more than 240 days of service and that in 1987 Shri R. Mahadevaiah and Krishnamurthy had put in more than 240 days of service. On the part of the management, MW-1 Ramesh, an officer of the II party has stated that the xerox copies of the vouchers of these workmen have been produced at Exs. M-7 to M-17. Along with a list dated 6-6-88 the I party has produced some more documents showing the service record of all these workmen. The said documents are marked at Ex. W-28 (a) to 28(g). The II party management has also produced the attendance record of some of these workmen at Ex. M-38. The evidence of WW-1 Shankar Dev and MW-2 Ramachandra is not pertinent on the said point. However, the material question is not whether all of them have put in 240 days of service in any of the years between 1981 and 1988 but it is whether they are entitled to the regularisation, as claimed by them.

12. The II party management has pleaded, produced evidence and urged in the course of the arguments that though there are some vacancies, it has not been able to fill them up by regularising the services of any of these 10 persons, for, there is the ban of the Government of India for filling up such vacancies. For the I party Union, it has been strongly contended that the II party has indulged in unfair labour practice, so as to extract more work from such temporary messengers without regularising their services, for the reason that if they are regularised they shall have to pay regular scales of pay. The evidence of WW-2 Kumar Swamy and the correspondence between the Union and the management on one hand and also the correspondence between the union, the II party bank and the Regional Labour Commissioner on the other hand discloses that the management has time and again contended that because of the ban on filling up the posts imposed by the Government of India, it is helpless. Ex. W-1 dated 23-1-86 and Ex. W-2 dated 27-2-86 are the letters by the I party to the Regional Labour Commissioner, for regularisation of the services of 11 messengers and 9 messengers shown therein. Ex. W-3 dated 11-4-86 is a letter by the II party to the Regional Labour Commissioner, explaining that as many as five

messengers of Bangalore City panel and three messengers of district panels had been appointed in permanent vacancies. Ex. W-4 dated 1-4-86 is a letter by the I party to the Regional Labour Commissioner that the services of 15 messengers shown therein may be regularised. Ex. W-5 dated 12-5-86 is a reply sent by the I party to the Regional Labour Commissioner. The II party has stated that on obtaining clearance from the Ministry of Finance and subject to the confirmation of their norms, the temporary messengers will be confirmed in permanent vacancies and a request was made that the matter may be kept in abeyance for two months. By Ex. W-6 dated 2-6-86, the I party wrote to the II party contending that the man does not apply to cases where the action has been taken in advance and also to cases where regularisation of casual labour is concerned. From the record it appears that on 23-6-1986, the Regional Labour Commissioner found that the regional unit of the Union had raised a separate dispute and a settlement dated 23-6-86 had been arrived at, wherein the management agreed to confirm 15 employees of the Bangalore region and therefore no legal action was found necessary. The union also did not press for any legal action. The minutes of the said discussions are to be found at Ex. W-13 dated 23-6-86. Ex. W-13(a) is the original minutes whereas Ex. W-13 is the xerox copy. Ex. W-16 dated 20-12-85, a letter from the I party to the Regional Labour Commissioner and the minutes of the discussions dated 29-4-86 before the Regional Labour Commissioner, show that the management was making sincere efforts to appoint them and the union urged that they should be regularised before 31-5-86. Ex. W-18 dated 2-6-86 is a letter by the I party to the Regional Labour Commissioner to see that they are regularised. Ex. W-19 dt. 16-6-86 is a request by the I party to the Regional Labour Commissioner to reopen the discussions. By Ex. W-20 (a) dated 23-6-86, the management agreed to confirm 15 messengers shown therein. Ex. W-13 (a) and Ex. W-20 (a) themselves show that the II party management was making sincere efforts to accommodate the messengers. The opinion formed by the Regional Labour Commissioner, as could be seen from the failure report Ex. W-21 is that as regards the rest of the employees, the management was unable to identify the permanent vacancies. The documents at Exs. W-22 to W-24 indicate that the Ministry of Finance had imposed a ban to fill up the existing vacancies by a letter dated 12-10-84 (Ex. W-23). It was contended for the I party that the ban did not apply to the messengers. The only exceptions made are in cases where advance recruitment action has been taken leading to the finalisation of the panel or vacancies to be filled up on compassionate grounds or regularisation of casual labour in accordance with the provisions of the labour laws or vacancies to be filled up by promotion, where the lowest cadre vacancy is not filled up. Ex. W-24, the said ban was extended until further orders.

13. Ex. M-5 is the same as Ex. W-24. Ex. M-6 dated 1-2-87 shows that the department of Economic Affairs wanted the banks to undertake an in-depth re-assessment of their requirements. The management has examined MW-2 V. C. Ramachandra, an officer in the Industrial Relations Department of the central office to show that it is the Central Office which identified the vacancies and if any permanent vacancy arises, the management shall have to take a decision whether it should be filled up or not and such decision is taken on taking into consideration the existing staff, the excess staff, the quantum of business etc. In para 6 of his evidence, he states that the management has not yet identified any vacancy in Karnataka. In para 8 he adds that there is a ban on recruitment. From the aforesaid documents and the evidence of MW-1 and MW-2, it was urged before me that the II party management has been sincere enough to concede to the demands of the union, wherever and whenever it was feasible and as regards the claim of these 10 workmen, it has yet to identify the vacancies and due action will be taken after the ban is withdrawn. His evidence in para 13 discloses as on 2-2-88, there were about 7 vacancies in Karnataka. Ex. M-24 is substantiated by the recruitment orders at Exs. M-1, M-2, M-3, M-25, M-26 and the panel Ex. M-4. The evidence of MW-1 and MW-2 has been further substantiated by the correspondence between the II party and the Ministry of Finance and also the orders of sanction produced at Exs. M-27 to M-38. Ex. M-27 dated 23-8-85 is a letter from the Assistant General Manager of the II party to the

Ministry of Finance. A request has been made that the Ministry may advise them whether the subordinate cadre vacancies should be filled up by posting the candidates of the temporary messengers' panel. Ex. M-28 dated 2-1-86 is a letter by the II party to the Ministry of Finance. It has been explained therein that because no provision has been made for substitutes, there is severe shortage of sub-staff and the same has affected the business and that permission was sought for to fill up the said vacancies. In the letter dated 5-4-85, Ex. M-29 the II party has again urged the Government to note that writ-petitions had been filed in the High Court of Calcutta and a dispute has been raised before the Regional Labour Commissioner, Bangalore and therefore permission was sought for to fill up the sub-staff vacancies. By Ex. M-30, the Regional Manager was informed that substitutes for sub-staff should be posted only to such of the branches where the strength of the messengers is two or less than two. The documents at Ex. M-31 to M-37 show that in 1986 it was proposed that some of these messengers should be appointed to permanent posts and approval was sought for. Going through the evidence of MW-1 and MW-2 and these documents, in between the lines, it would be obvious that the II party management has been endeavouring to fill up the vacancies, but because of the ban it has not been successful.

14. The I party has relied upon the evidence of MW-1 to show that the II party has indulged in unfair labour practice. WW-1 S. A. Bangalore has sworn that he had raised a dispute along with 9 others and after the said dispute, he was made permanent in 1987. He has produced a statement as per Ex. W-15, showing the number of days he has worked and his subsequent order of appointment, Ex. W-14. It is an admitted fact that he has been now appointed against a permanent vacancy. His evidence in para 5 shows that from 24-6-85, the II party used to give a break of two day in his service. On the strength of the said statement, it was contended for the I party that the II party has practised unfair labour practice. In that connection, Ex. M-21, a circular from the Assistant General Manager has been relied upon. The circular discloses that if a messenger is engaged in a permanent vacancy, there need not be any break at the expiry of 30 days of work and that the branch office should keep informed the Regional Office or the Central Office regarding such leave vacancies for more than 30 days. However, there is a statement that if a temporary messenger is engaged in leave vacancy, there should be a break of 3 or 4 days after the expiry of 30 days. The second para of the circular shall have to be read as a whole and the sentence which states about the break of three or four days should not be read in isolation. The purport of the circular is that the Regional Office or the Central Office should have regular information as to whether there is going to be a leave vacancy of more than 30 days, so that a permanent arrangement can be made, without affecting the seniority of persons, whose names have been shown in the panel of temporary messengers. The very fact that Ex. M-21 states that there should be no break if a temporary messenger is engaged in a permanent vacancy is manifest to show the intention of the management that it only waded to deal with various kinds of vacancies in a systematic manner and not to leave the matter to the officers of the branch. On going through the evidence of WW-1 and WW-2, MW-1 and MW-2 in the context of the aforesaid documents, it is difficult to hold that the II party has indulged in any unfair labour practice, as alleged by the I party.

15. The learned counsel for the I party has contended that though there have been vacancies and though it was possible to identify them and take steps to regularise these temporary messengers, the management has not taken the required steps. It has been already discussed as to how the management has time and again requested the department of economic affairs to relax the ban and permit them to make appointment of these messengers against permanent vacancies. The documents at Exs. W-8 to W-12 do show that in some cases the management had affected promotions or filled up vacancies. If the Department of Economic Affairs has permitted the II party to make promotions in some cases or to fill up some of the vacancies as shown in Ex. W-8 to W-12, it does not mean that the II party should be blamed for not regularising the services of these 10 temporary messengers. The learned counsel for the II

party submitted before me that as on today there are three vacancies in Bangalore (including Bangalore District) and one vacancy each in the districts of Tumkur and Mysore. The said submission is supported by the vacancy position shown in the statement Ex. M-24.

16. The important question is whether the II party management should be called upon to regularise all the 10 temporary messengers concerned in the dispute or not.

17. In order to support his contention that all the 10 temporary messengers should be regularised with effect from their date of first engagement, as shown in the orders such as Ex. M-1, M-2 and M-3, M-25, M-26 and M-27, the learned counsel for the I party referred to the case of Daily rated casual labour employed under P&T Department through Bhartiya Dak Tar Mazdoor Manch Vs. Union of India (1988 LAB. I.C. Page 37). The authority is on the point that the management cannot keep the casual labourers for long period such as 10 years, paying them very low wages less than the salary of regular employees and that the Government should have prepared a scheme to absorb them in its service. The learned counsel then referred to the case of H.D. Singh Vs. Reserve Bank of India (1985 LAB I.C. page 1733). The authority states that if there is a direction that a worker should not be engaged continuously but offered work on rotation, characterising him as Badli, then it would be obvious that the management has indulged in unfair labour practice. The afore said authority of Daily rated casual labour employed under the P&T Department supports the contention of the I party union that the II party cannot keep all these temporary messengers in the panel itself for years together, even though there are permanent vacancies. The principle laid down in the case of H.D. Singh, in my opinion, is not attracted, since, on facts it has been held that the circular Ex. W-24 cannot be interpreted to mean that the management intended to cause a break in the continuous service of these messengers.

18. The learned counsel for the I party then placed reliance on the case of Dharendra Chamoli and another Vs. State of U.P. [1986 (1) L.L.J. (Page 134)]. The principle enunciated in the authority is that the employees engaged on casual basis are entitled to the same salary and allowances like employees appointed on regular basis. The matter at hand does not involve as to what emoluments the I party messengers are entitled to. The question involved is whether they are entitled to regularisation. In para 3 of the said authority, it has been clearly laid down that since the concerned workmen were performing the same duties as Class IV employees, they are entitled to the same conditions of service, except regularisation, which cannot be done, for the reason that there are no sanctioned posts. In the case at hand also, except for the admitted vacancies as shown in Ex. M-24, there are no clear vacancies in respect of other districts, so as to accommodate all the 10 temporary messengers. In the absence of a clear vacancy, in the respective district, there cannot be a case for regularisation. There is no case put forth by the I party in the claim statement that the regularisation should not be on districtwise basis but it should be on statewide basis or all India basis. Secondly, the workmen concerned belong to the sub-staff category and it is apparent that there cannot be regularisation on state-wise basis or All India basis. Otherwise, they will be put to great hardship if their services are made liable for transfer throughout the state or throughout whole of India. The authority thus does not help the I party to support their claim for regularisation from the date of their inclusion in the panel.

19. The learned counsel for the I party has placed reliance on the case of Bagwan Dass and others Vs. State of Haryana [AIR 1987 Supreme Court (Page 2049)]. The authority mainly deals with the question of equal pay for equal work. In para 15, it has been however stated that supervisors in Education Department appointed each time for six months after giving break of two days, made in the context of a temporary scheme, are not entitled to be absorbed as regular employees. The evidence of MW-1 Ramesh in Para 3 shows that whenever a permanent messenger goes on long leave or goes without intimation, then the persons shown in these panels are

called for meeting the requirement of that work. In para 3 of his evidence MW-2, Ramchandra has also sworn that because of leave or absenteeism in the sub-staff, these temporary messengers are taken in the panel for the purpose of engaging them in leave vacancies. The evidence of WW-2 Kumar Swamy also shows in Para 14 that if there is no work on any day, the management will not pay the workman. These statements establish the fact that by the very nature of the posts these temporary messengers used to work only in leave vacancies or during the period of absenteeism of the regular sub-staff. The learned counsel for the II party has also placed reliance on the very same authority and made a pointed reference to the observations made in para 15. From the principle laid down in the authority, it is obvious that all the 10 temporary messengers, concerned in the order of reference cannot claim regularisation with effect from the date of their first engagement, irrespective of the fact whether there are regular vacancies or not.

20. The learned counsel for the II party cited the case of English Electric Company of India Ltd. Vs. Industrial Tribunal, Madras [1987 1 L.L.J. (Page 141)]. In para 42, it has been stated that in the case of casual workman, there is possibility of break in employment and non-production of work for a given period and in that case it will not be proper to draw an inference of termination on the ground that the casual workman was sent away by the employer for want of work. Though there is no case of termination of service or retrenchment, the principle laid down in the authority indicates that whether there is termination or retrenchment depends upon the nature of the work, for which the workman has been taken. In the context of the facts that the panel is prepared, so that in the order of seniority, these temporary messengers are given work during the leave vacancy or absence vacancy, it cannot be said that though there is work and though they are entitled to regularisation, the management is denying them regular work, by unfair means. Though, it has been contended that there are several permanent vacancies, there is nothing substantial on record to dislodge the factual position of the management regarding vacancies as depicted in Ex. M-24. The authority thus supports the contention of the II party that unless there are permanent vacancies, the mere fact that these temporary messengers have worked for several years in the leave vacancies etc., does not confer on them any right to claim regularisation.

21. The learned counsel for the II party referred to the case of Rohas Industries, Ltd. Vs. Brijnandan Pandey and others [1956 II L.L.J. (Page 444)]. It has been stated in the authority that an industrial tribunal cannot ignore an existing agreement or existing obligation for no rhyme or reason whatsoever and the discretion of the Tribunal shall have to be exercised in accordance with the well-recognised principles. The management has produced several documents to show that it has tried its best to get clearance from the Department of Economic Affairs for regularising the services of some of these messengers, wherever there are permanent vacancies and looking at these facts, it cannot be said that there are vacancies, more than 10, and that the II party is intentionally withholding the concerned material or that it has indulged in unfair labour practice and therefore the discretion that vests in this Tribunal should be exercised to compel it to regularise all these 10 messengers, as claimed by the I party.

22. The learned counsel for the I party referred to the case of Rattan Lal nad Others Vs. State of Haryana (1985) 4 SOC (Page 43). The authority is on the point that break in services effected so as to deny the salary for the summer vacation as paid to the regular teachers cannot be upheld and that such ad hoc appointments result in breach of Articles 14 and 16 of the Constitution. Neither from the evidence of WW-1 and WW-2 nor from the documents placed on record, it has been demonstrated for the I party that all these 10 persons have regular work for about 25 days in a month throughout all these years. In the context of these facts and figures, it cannot be said that the II party has indulged in ad hoc arrangements. The principle laid down in the authority does not help the I party.

23. The learned counsel for the I party cited the case of Catering Cleaners of Southern Railway Vs. Union of India and another [1987 (1) L.L.J. (Page 345)]. The authority is with reference to the provisions of contract labour (Regulation and Abolition) Act 1970. The gist of the authority is that the Government cannot refuse to exercise its power to abolish the contract system in respect of such workers whose services are regularly required by the principal employer. There is no case of any third party intervening between these temporary messengers and the II party management such as a contractor. However, on facts, it has been held that it cannot be said that these temporary messengers are working in such posts which provide them regular work throughout the year. I cannot but reiterate that they have worked only in leave vacancies or when there is absenteeism.

24. Reference was made to the case of Prem Chand, Packer and Others vs. State of Karnataka [1988 (1) S.R. (Page 17)]. The authority deals with the question that these should be equal pay for equal work. No such question is involved in the case at hand.

25. The learned counsel for the I party contended that it was the duty of the II party to have maintained muster rolls as per section 25D of the I.D. Act and that for not doing so, the II party has indulged in unfair labour practice. Section 25D deals with the case where the workmen in any industrial establishment have been laid off it makes it imperative on the part of the employer to maintain a muster roll, notwithstanding the lay off. It cannot therefore be said that in paying their wages against vouchers to these messengers, the management has committed any unfair act as shown in Schedule V.

26. The learned counsel for the I party referred to Chapter 18 of the Bipartite Settlement, Ex. W-27 (contained in the All India Overseas Bank Employees' Union) (1983 Edition, Page 56) and argued that as per Clauses 18.7 and 18.8, these workmen are entitled to regularisation. As per the Circular Ex. W-24, the management has itself indicated that whenever a temporary messenger is appointed in a permanent vacancy, there should be no discontinuation. It is also an admitted fact that preference is given only to these temporary messengers shown in the panels whenever vacancies arise. From Ex. M-24, it has been demonstrated that only the temporary messengers shown in these panels have been appointed against clear vacancies. There is nothing to indicate in the bipartite settlement that a person included in the panel of temporary messengers is entitled to regularisation of his services with effect from the date his name is shown in the letter of engagement.

27. Ex. M-24 shows that there are three vacancies in Bangalore. They are at Sl. Nos. 3, 6 and 7. The learned counsel for the II party did not dispute that the persons at Sl. Nos. 1, 2 and 3 shown in the order of reference are of Bangalore and they stand in the seniority as shown in the order of reference. Since there are three regular vacancies, I am of the view that the management shall have to regularise them forthwith subject to terms and conditions of the Bipartite Settlement and the rules of the II party.

28. The persons at Sl. No. 4, Shri T. Swamy and Sl. No. 5 Shri D. J. Krishna Gowda are of Tumkur District, Sl. No. 4 Shri T. Swamy is admittedly senior to Sl. No. 5 Shri D. J. Krishna Gowda. Since there is only one vacancy in Tumkur District, the management shall have to regularise the services of Shri T. Swamy. Sl. No. 6 Shri Halappa is of Chickmagalur District. The I party has not demonstrated from anything on record that there is any vacancy in Chickmagalur District. Sl. No. 6 Halappa shall have to wait till a vacancy arises in Chickmagalur District, so as to claim regularisation. The persons at Sl. No. 7 Shri R. Puttaswamy, Sl. No. 8 Shri Basavaraj and Sl. No. 9 Shri Chinnaaswamy are of Mysore District. The learned counsel for the II party submitted that Sl. No. 7 Shri R. Puttaswamy is the seniormost and the next senior is Shri R. Chinnaaswamy and then the junior is at Sl. No. 8 Shri Basavaraj. Ex. M-24 shows that there is only one vacancy in Mysore District. It is at Sl. No. 5. The II party management shall have to regularise the services of

Shri R. Puttaswamy and Sl. No. 9 Shri Chinnaaswamy and Sl. No. 8 Shri Basavaraj shall have to take their turn whenever vacancies arise to accommodate them. The learned counsel for the II party submitted that there is no vacancy in Uttara Kannada District. The learned counsel for the I party strongly contended that the vacancies in the districts of Shimoga, Dakshina Kannada should be filled up by the remaining temporary messengers shown in the order of reference. Since it has been held that the recruitment and appointment has been and shall have to be district-wise only, the submission cannot be accepted.

29. From the foregoing, it is obvious that the persons shown at Sl. Nos. 1 to 4 and 7 are entitled to be regularised, whereas the rest five shall have to take their turn only when vacancies arise in the respective districts.

30. In the result, an award is passed to the effect that the management of the Indian Overseas Bank is not justified in not regularising the services of the following five temporary messengers and that they shall be regularised forthwith.

1. Shri R. Mahadevaiah
2. Shri S. S. Krishnappa
3. Shri D. N. Krishnamurthy
4. Shri T. Swamy, and
5. Shri R. Puttaswamy.

Whereas it is justified in not regularising the temporary messengers shown at Sl. No. 5 Shri D. J. Krishna Gowda, (6) Shri Halappa, (8) Shri Basavaraj, (9) Shri Chinnaaswamy, and (11) Shri P. N. Bhat and that they shall take their turn whenever the vacancies arise in the respective districts. The case of Sl. No. 10 Shri S. A. Bangalore is already settled, he being regularised. The regularisation of the first five shall be according to terms and conditions of the Bipartite Settlement and the relevant rules of the II party.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer
[No. L-12011/64/86-D.II(A)]

का. मा. 3047.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-88 को प्राप्त हुआ था।

S.O. 3047.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government on the 9th September, 1988.

BEFORE SHRI ARIAN DEV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
PANDU NAGAR, KANPUR

Industrial Dispute No. 116/1987

In the matter of dispute between :

Shri C. B. Tiwari C/o Shri O. P. Nigam 295/387 Din
Dayal Road, Ashrafabad Lucknow.

AND

The Regional Manager, Central Bank of India, Lucknow.

APPEARANCE :

Shri O. P. Nigam authorised representative—for the Applicant.

Shri Rakesh Tondon Authorised representative—for the Management.

AWARD

1. The Central Government, Ministry of Labour, vide its Notification dated 20-8-87, No. L-12012/388/86.D.IV/A.D. IV, has referred the following dispute for adjudication to this Tribunal :

Whether the demand of the workman Shri C. B. Tiwari for regularisation of his services by the Central Bank of India, Nakhas Branch w.e.f. October, 1982, is justified? If so, to what relief the workmen concerned is entitled?

2. The case of the applicant Shri C. B. Tiwari, is that he was appointed as Authorised Collection Agent (hereinafter referred to as ACA for the sake of convenience) by the Development Manager of Central Bank of India, Lucknow under the Mini deposit scheme and posted at Branch Office Nakhas at Lucknow. He started functioning as ACA w.e.f. 13-8-78. As required by the management, he furnished a security of Rs. 1000. Although appointed as ACA, he had been performing all sorts of clerical and superfluous duties as full time employee of the bank alongwith the working of ACA which work he used to do after and before office hours. In respect of the work done by him as ACA the bank had been paying him commission only and not salary of the clerical cadre to which he was also entitled. He worked as such upto October, 1982, when his services were abruptly terminated under verbal instructions of the Branch Manager without any reason and without any notice or notice pay and compensation. Hence, his services were illegally terminated by the management. Accordingly he is entitled to reinstatement in the bank's service with retrospective effect as a regular employee.

3. The management pleads that it had started a Mini deposit scheme in order to reach several small depositors for encouraging the habit of deposit in the national interest. Under the said scheme the management started engaging agents to collect deposits in small amounts from various sections of society. The Agents so appointed got commission from the bank on the deposits secured by them. These agents popularly known as ACAs were not employees of the Bank. They were governed by the terms of the Agreement, entered into between them and the Bank. It was under the said scheme that the applicant was appointed as ACA vide office letter dated 11th August, 1978, wherein it was clearly mentioned that his appointment as ACA would be purely on contract basis and would be governed by the terms and conditions of the contract. It was further made clear that Service Rules as applicable to Bank's Staff would not apply to them. Besides it was also clarified that no right or claim whatsoever would be made by the applicant for absorption in the bank's service in any cadre. On 13th August, 1978, the applicant entered into an agreement with the Bank in this connection. The copy of the Agreement is Annexure II. As per terms of the Agreement, the Bank had a right to terminate the said engagement at any time without any notice. The Agreement also provided that in the event of any such termination by the Bank, the Agent would not be entitled nor would raise any dispute that termination was unlawful and further he would not be entitled to any damages whatsoever.

4. The management further pleads that the applicant was very irregular in his work and did not improve himself. Ultimately in 1982, he himself stopped collection of deposits without prior notice to the Bank. The Bank therefore reserved its right to claim and recover damages from the applicant due to branch of contract and ensuing losses. The management denied that the applicant had been performing other clerical work in Branch Office, Nakhas. He was never asked by the Bank authorities to perform such clerical duties, in the alternative the clerical work, if any, done by him might have been done at his own without valid authorisation.

5. The management then pleads that the applicant had been working for Peerless General Insurance Company during the period during which he had worked as ACA in the Bank. He was also doing the job of Binding of Books ledger in other institutions also and was earning a handsome income from Binding Business. The Nakhas Branch of the Bank advanced him term loan for working and purchasing raw materials and tools etc., for binding purposes twice. The Bank's Rules regarding leave etc., which are

applicable to its employees were not applicable to the applicant. Thus there was no relationship of employer and employee between the applicant and the management. Hence, he is entitled to no relief.

6. In his rejoinder the applicant has alleged that the agreement referred to by the management is not a valid agreement. It is hit by section 27 of the Indian Contract Act. The alleged agreement is discriminatory. He denies that he himself stopped collecting deposits under the Mini deposit scheme.

7. In support of his case, the workman applicant has filed his own affidavit and a few documents. On the other hand, in support of its case, the management has filed the affidavit of Shri P. K. Jain, Regional Manager, Lucknow, and a few documents. Besides a joint inspection report was filed by the parties on 20-1-88.

8. At the very outset I may state that the reference order is bad in law. It refers to the demand of the applicant for regularisation of his services when his case vide claim statement filed by him is that his services were terminated verbally by the management after October, 1982, without any notice or notice pay and retrenchment compensation. Such a question arises only when one is in service. The reference does not call for examining the validity of the order of termination. Despite all this I would examine the question whether or not the applicant was an employee of the Bank and whether or not his services were terminated validly.

9. Admittedly under the Mini deposit scheme introduced by the bank the applicant was appointed as ACA for making collection of money from small depositors by going from door to door and in this connection he was also issued an appointment letter and an agreement was also executed between him and the bank. Annexure II to the written statement in the copy of the Agreement dated 13-8-1978. Its execution has been admitted by the authorised representative for the applicant. Ext. W-1, is the copy of appointment letter dated nil by means of it the applicant was informed that he had been appointed as ACA to work under Nakhas Branch of the Bank at Lucknow and was directed, to contract the Branch Manager of the said branch and to furnish security in the sum of Rs. 1000. According to the management Annexure I to the written statement is the copy of appointment letter dated 11-8-78. It has not been admitted by the authorised representative for the applicant. It has however, been proved by the management who in his cross examination admits that duplicate copy of it which was to be sent by Shri Tiwari was not received from him.

10. In Industrial Dispute No. 19/1986, between the General Sectr. All India Hindustan Commercial Bank Employees Congress and the Assistant General Manager, Hindustan Commercial Bank Limited, Birhana Road, Kanpur I have referred to AWARDS of various Central Government Industrial Tribunals such as Jabalpur, Tamilnadu (Mad), Dhanbad (Bihar), Jaurur, and of my own predecessor and in all of which it was held that a Home Deposit Collector or Mini Deposit Collector is not a workman and there is no relationship of employer and employee between the Bank and such a Deposit Collector. After referring to these awards I have observed that there seems to be no good ground for me to take a view different from the one taken by these Tribunals.

11. In the said Industrial Dispute i.e. I. D. No. 14 19/86. I have also referred a number of rulings some of which have been cited by Shri O. P. Nigam, the authorised representative for the applicant also. I will, therefore, confine myself to those rulings cited by Shri O. P. Nigam which have not been referred to in that I. D. Case. The rulings are :—

- (1) Husseinbhai Calicut and others Vs. Alath Factory Thozbhitall Union Calicut and others 1978 II LLJ 397 (SC).
- (2) Central Inland Water Transport Corp. Limited Vs. Brojo Nath Ganguly 1986 Lam. IC 1312 (SC).
- (3) Messrs Kale Khan Mohd Hanif V. Jhansi Bldl Mazdoor Union and others II LLJ 1980, 283 All.

(4) J. K. Cotton Spinning and Weaving Mills Com. Limited V. Labour Appellate Tribunal of India and others II LLJ, 1963, page 436 (SC).

(5) Basti Sugar Mills Limited V. Ram Ujagar and others 1963 II ALJ 447 SC.

(6) Bhagaband Colliery and Their workmen 1962 II LLJ 356 SC.

12. The second ruling has been cited with a view to show that the Agreement in question being opposed to public policy in void under section 23 of the Indian Contract Act. In this connection, reliance has been placed by the authorised representative, Shri O. P. Nigam, for the applicant, on facts stated by the applicant in paras 22 and 24 of the rejoinder. In para 22 of the rejoinder it has been alleged that as per agreement the applicant has been debarred from doing any other business except that of the bank and in para 24 of the rejoinder it has been alleged that the agreement is discriminatory as it provides that if the agent leaves the job, he will have to give 3 months notice to the Bank when on the other hand; the bank can terminate the services of the Agent without notice. I have seen the agreement. There is nothing or no such restriction in the Agreement that the A.C.A. cannot do any other job. All that is provided is that ACA will not make similar collection or on behalf of any other banking organisation etc. Presence of this clause in the agreement cannot be said as unjust or unreasonable. As regards the other ground, there is no doubt that such a clause do find place but that will not make the agreement void. It was clearly in the notice of the applicant at the time when he entered into the agreement. If he considered such a clause as discriminatory he should not have been entered into agreement with the bank. There was no force or compulsion upon him to enter into such an agreement.

13. The other 5 rulings do not relate to banking industry. They are distinguishable on facts also. The conditions of bank employees are governed by the various Industrial Awards and Bipartite Settlements. According to para 23.15 of the Desai Award only the following four categories of workmen in the banking industries have been recognised :

- (i) Permanent Employee
- (ii) Probationer
- (iii) Temporary Employee
- (iv) Part-time Employee.

14. Much reliance has been placed on the joint inspection report from which it appears that on a few occasions in respect of some of the depositors he had made entries in the office ledger. There is no document to show that the Bank Manager ever asked the applicant to do such job in writing. He might have done it of his own accord or at the instance of an employee of the Bank. That will not make him the employee of the Bank. In the Awards given by my learned predecessor referred in I. D. No. 19 of 1986, he too has observed that simply because a deposit collector had made certain entries in the Bank Ledger would not make him an employee of the Bank. His character as collecting agent would remain as it is.

15. In the first ruling owner of a Rope making factory has engaged a number of workman through contractors. His contention that the workman were not his was negated not only by the Hon'ble High Court, but also by the Hon'ble Supreme Court. The present case is not of such a type.

16. In the third ruling certain persons were engaged by the employer for packing of Birds and they had option to do work in the factory or not but they worked under the control and supervision of the employers. So the facts of this case were also different from the facts of the present case.

17. In the fourth ruling certain Mall's were appointed by J. K. Cotton and Spinning and Weaving Mills Limited to look after the gardens of its officers and Director. The Mallis were paid by the company. The company simply recovered a small portion from the salary of its officers and credited the same to the general revenue. The Bungalows in which they worked were also owned by the company and were situated within the mills colony. It was under the

circumstances that they were held to be the workmen. It further appears, from the facts of the case last, these mallis were subject to disciplinary powers of the company. So the facts of this case also different from the facts of the present case.

18. In the fifth case a number of person were engaged by Devi Sugar Mills Limited for a certain period for removal of press mud in the factory. Thereafter their services were terminated. On a reference made by State Government, the management took the stand that they were not employed by the management. The work of removal of press mud had been given by the company to a contractor and as such they were employed by contractor to do the said work. The contention was repelled in view of the definition of workman given in section 2(z) and the definition of the employer given in section 2(i) of the U. P. Indust. Disputes Act. These definitions of employer and workman are quite different from the definition of employer and workman as found given in Industrial Disputes Act 1947. It was observed that the effect of sub clause (iv) of section 2(i) is that where the owner of any industry in the course of or for the purpose of conducting the industry contracts with any person for the execution by or under such person of the whole or any part of any work which is ordinarily a part of the industry, the owner of such industry is the employer within the meaning of the Act. The definition of workman in section 2(z) means 'Any person (including an apprentice) employed in any industry to do any skilled or unskilled, manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed or implied "or by themselves sufficiently wide to bring any person to doing work in an industry whether the employment was by the management or by the contractors of the management. Thus this ruling is also distinguishable on facts.

19. The last ruling is also distinguishable on facts. It appears that it was a practice with management of the colliery to recruit labours through sirdars as the labour used to be migratory. Sirdars who recruited and supplied the labour were paid commission on the output of the labour force supplied by them. Some of the sirdars used, in addition, to carry out the duty of supervision. Some time this duty was performed by them voluntarily while sometimes it was imposed on them by the management. The latter class of sirdars were known as working sirdars. It was the main ground that these working sirdars were employees in the colliery. Six were working as clerks, one was working as short firer and one was working as Switch Board Attendant. They were paid separate salary for performing duties attached to these posts.

20. Management raised the plea that they were not the workmen as defined in the Industrial Disputes Act; they were only contractors, the contention was repelled. Thus the facts of this case is also different from the facts of the present case. In other words all these six rulings are not applicable to the facts of the present case.

21. It is important to note that with the inception of Banking Service Recruitment Board, all recruitment in Public Sector Banks in clerical cadre are to be made through Banking Service Recruitment Board for which written test and interview are held. So far as Home Deposit Collectors are concerned no such test or interview appears to have been prescribed. Even no age limit seems to have been prescribed nor any special educational qualification for appointment as such. The basis for selection seems to be integrity, honesty and local influence in the locality in which they are to perform their job. Further they should be possessing only such qualifications as are sufficient for working and making entries in the deposit cards and for submissions of statements of accounts with regard to collections made by them in the bank to which they are attached. One cannot circumvent the rules of recruitment to clerical cadre. Any appointment made contrary to special rules of the recruitment to the clerical cadre will be invalid and illegal. The whole structure will be demolished if back door entries are permitted i.e. to say if without compliance of the procedure laid down for recruitment a Home Deposit Collector seeks entry to clerical cadre.

22. Thus from the above discussions of facts and circumstances, I find that the not only the applicant has no case

at all but also that the reference is bad. There is absolutely no justification in the demand raised by the applicant for reinstatement/regularisation of the services by Central Bank of India, Nakhas Branch, Lucknow.

23. The reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-12012/388/86-D.II(A)]

N. K. VERMA, Desk Officer

का. आ. 3048—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ मयूर, बंगलूर के प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-9-88 को प्राप्त हुआ था।

S.O. 3048.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of Mysore, Bangalore and their workmen, which was received by the Central Government on the 8th September, 1988.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated 2nd September, 1988

PRESENT:

Shri B. N. Lalge, B.A. (Hons.), LL.B., Presiding Officer.

Central Reference No. 122/87

I PARTY:

Shri K. Krishnaiah, Rep. by President State Bank of Mysore Employees' Union, 523, Avenue Road, Bangalore-2.

Vs.

II PARTY:

The Chairman and Managing Director, State Bank of Mysore, Head Office, K. G. Road, Bangalore-560009.

APPEARANCES:

For the I party—Shri S. Manohara, Advocate.

For the II party—Shri C. M. Nagabhushana, Advocate.

AWARD

By exercising its powers under Section 10(1)(d) and (2A) of the I.D. Act, 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its Order No. L-12012/406/86-D. II(A) dated 15th July, 1987.

POINT OF REFERENCE

"Whether the action of the management of State Bank of Mysore, Bangalore in dismissing Shri K. Krishnaiah, Peon, West of Chord Road Branch, Bangalore with effect from 22-5-85 is justified? If not, to what relief the workman is entitled?"

2. The I party Union has filed its claim statement and its contentions, in brief, are as follows.

Shri K. Krishnaiah is a member of the I party Union. He was working as a sub-staff in the II party at their West Chord Road Branch. A charge-sheet dated 17-1-1981 was issued to him. Another additional charge-sheet dated 5-10-1982 was then issued to him. Then the earlier charge-sheet was withdrawn. After cursory enquiry, the Enquiry Officer held that the charges against him have been proved. The disciplinary authority affirmed the findings. He preferred an appeal, but it was cursorily dismissed. The enquiry proceedings are illegal, the findings are not sustainable. The Enquiry Officer was biased. The enquiry was not held in accordance with the principles of the natural justice. The Enquiry Officer failed to give him reasonable opportunity to cross-examine the witnesses. He did not give him opportunity to examine his witnesses. The Enquiry Officer did not confront to the workman the incriminating material appearing against him. The findings are perverse. The findings are based on inadmissible evidence. The Enquiry Officer did not ask the management to produce material and relevant documents. The disciplinary authority has acted on a document which was not in the record. The disciplinary authority did not give him a copy of the report before second show cause notice was issued to him. The disciplinary authority ought to have given him an opportunity to challenge the findings of the Enquiry Officer. The order passed against him is illegal. He is unemployed and he has no source of income. His family is put to great hardship and suffering. The punishment is highly disproportionate. Hence, an award may be passed for reinstatement and consequential benefits.

3. The management has filed its counter statement and inter alia it is contended as follows.

The enquiry has been held against him in accordance with the principles of natural justice. The allegation that the appeal has been cursorily dismissed is false. The allegations that the enquiry proceedings are illegal, biased or opposed to principles of natural justice are false. The workman was represented by an Union member Shri Mohan and all the management witnesses have been cross-examined. The workman never sought for any permission to examine himself. The allegation that the Enquiry Officer failed to confront him the incriminating documents and material is not sustainable. The findings of the Enquiry Officer are not perverse. He was entrusted with cheques on three occasions but failed to account for them. The other allegations made by the I party are not true. The enquiry held against him is fair and proper. The appellate authority has considered all the material placed on record. The order of dismissal is in accordance with the law. The II party is a financial institution and it is in a position of a trustee as regards the public funds. The acts committed by the workman are such that no confidence can be reposed in him. He has grossly betrayed the confidence reposed in him. The misconduct committed by him is serious and grave in nature. The punishment is fair and proper. The reference may be rejected.

4. In view of the said pleadings, a preliminary issue had been raised on the point whether the domestic enquiry held by the management against him is in accordance with the law.

5. The parties adduced evidence on the said issue and argued.

6. By a considered order dated 18-3-88, it has been held that the II party management has held the domestic enquiry in accordance with law. Thereafter, the parties were called upon to adduce evidence on rest of the points and argue.

7. After the finding was recorded on the preliminary issue, the I party workman effected some amendment to his claim statement. An opportunity was given to the II party to file its additional counter statement. Therein the II party has contended that a copy of the report of the Enquiry Officer was furnished to him and in his reply to the second show cause notice, he has referred to the report of the Enquiry and at the time of appeal, he has been given an oral hearing.

8. No more evidence has been adduced by either party.

9. The parties have been heard.

10. My finding on the point of reference is as follows.

The management of the State Bank of Mysore, Bangalore was justified in holding that the I party workman was guilty of the charges as shown in Ex. M-3. The II party management was justified in passing the order of dismissal against him. He is not entitled to any relief.

REASONS

11. Since it has already been held that the II party has conducted the domestic enquiry in accordance with the principles of natural justice and law, the only point that remains to be examined is whether the findings of the Enquiry Officer are perverse.

12. The test of perversity is two-fold. The first test is whether the findings of the Enquiry Officer are based on no evidence or on evidence which is inadmissible. The second test is whether any reasonable person could have arrived at the findings complained of, on the basis of the material placed on record. The findings of the Enquiry Officer are at Ex. M-8 from mpages 127 to 135 in the file produced by the bank. The first witness examined for the bank before the Enquiry Officer is BW-1 S. Rajagopal, the then Manager of the West of Chord Road Branch. The second witness examined before the Enquiry Officer is BW-2 Mrs. V. L. Asha, another Manager of the West of Chord Road branch. The third witness is one Thimaiah. The fourth witness examined for the management is Ram Krishna Rao, the Manager of the Rajajinagar branch from April 1975 to July, 1979. It has not been pointed out from the evidence of any of these witnesses that any statement made by them was inadmissible in evidence and that the Enquiry Officer has wrongly admitted such evidence. The Enquiry Officer has stated in his report in Para 5 that the Presenting Officer (henceforth called as P.O.) had produced before him as many as 16 documents. The learned counsel for the I party did not point out to any of these 16 documents and did not contend that any of them was inadmissible in evidence. Thus, it is not a case wherein the Enquiry Officer has based his findings on inadmissible evidence.

13. There is no dispute on the point that the only chargesheet, on the basis of which the enquiry has been proceeded is Ex. M-3. Ex. M-1 is the order appointing MW-1 as the Enquiry Officer. Ex. M-2, the chargesheet dated 17-1-1981 has been subsequently withdrawn. There are three counts of charges shown in Ex. M-3. In the first head, it has been stated that on 1-9-1978, the workman Krishnaiah had been deputed to go to the Rajajinagar branch for collecting the cheques of their (west of Chord Road) branch and the Rajajinagar branch had given him 9 cheques for various amount aggregating to Rs. 1,970.37 P. drawn on the West of Chord Road Branch, but workman delivered only 8 cheques accounting for a sum of Rs. 1,770.37 P. with a different clearing statement sheet and omitted to account for the cheque of Rs. 200 and it was suspected that the said cheque of Rs. 200 was drawn by himself and that he did not account for the same with a dishonest intention, so that he may make a wrongful gain for himself. The second head of the charge states that on 3-10-78, he was again deputed to go to the Rajajinagar branch for collecting the cheques of their branch and when the Rajajinagar branch had given him 13 cheques of the total sum of Rs. 9,325.85 P. drawn on their branch, he had handed over only 12 cheques for the total amount of Rs. 9,125.85 P. and did not account for the cheque of Rs. 200 suspected to have been drawn by himself with a dishonest intention of making a wrongful gain for himself. The third head of the charge is that on 2-11-1978, he had been similarly deputed to Rajajinagar branch for collection of cheques of their branch and when the Rajajinagar branch had given him 13 cheques for a total sum of Rs. 9,195.40 P. drawn on their branch, he had accounted for only 11 cheques for a total sum of Rs. 8,895.40 P. and did not account for two cheques for a total amount of Rs. 300 suspected to have been drawn by himself with a dishonest intention of making wrongful gain for himself. The proceedings of the Enquiry Officer are at Ex. M-4 from pages 7 to 73. Ex. M-5 is the bunch of documents appearing at pages 189 to 213 and they have been marked by the Enquiry Officer as BEx-1 to BEx-16. The

Enquiry Officer has observed in para 8 of his report Ex. M-8 that the West of Chord Road, branch had no independent clearing arrangement and for that purpose it was attached to the Rajajinagar branch. The said factual position has not been disputed. As regards the entrustment of the cheques from the Rajajinagar branch to be delivered to the West of Chord Road Branch, the Enquiry Officer has relied upon the evidence of BW-2 Smt. V. L. Asha, the then manager. Her evidence discloses that Krishnaiah used to attend to the clearing work and she had personally dealt with the cheques which had been entrusted to Krishnaiah. Her evidence has been further corroborated by BW-4 Shri B. Ramakrishna Rao, the manager of Rajajinagar branch from April 1975 to July, 1979. The oral testimony of BW-2 Asha and BW-4 Ramakrishna Rao is substantiated by documentary evidence such as (Ex. B-7, B-9, B-14 and B-15). The evidence of BW-2 Asha is specifically on the point that on 1-9-78 the workman, Krishnaiah brought only 8 cheques accounting for a total sum of Rs. 1,770.37 P. on the one hand as against the accounting of cheques for Rs. 1,770.37 P. only, as per Ex. B-7, the debit voucher of the Rajajinagar branch at Ex. B-14 shows that the total amount of debit of that branch was of Rs. 1,970.37 P. The Enquiry Officer has observed that Annexure to Ex. B-14 shows the details of the cheques given to him. The clearing inward book Ex. B-7 shows that as against 9 cheques given to him, only 8 have been accounted for, for the total sum of Rs. 1,770.37 P. Ex. B-7 thus supports the evidence of BW-2 Asha and BW-4 Ramakrishna Rao. The finding of the Enquiry Officer that Krishnaiah, the workman did not account for one cheque of Rs. 200 on 1-9-1978 is thus substantiated by overwhelming evidence.

14. In relation to the second head of the charge, the management has relied upon the evidence of BW-2 Asha and BW-4 Ramakrishna Rao. Ex. B-7 discloses that on 3-10-78, the workman Krishnaiah accounted for only 12 cheques for a total sum of Rs. 9,125.85 P. Ex. B-9 further substantiates that credit of Rs. 9,125.85 P. only was given to the West of Chord Road branch to Rajajinagar branch on 3-10-78. On the other hand, Ex. B-15 and its enclosures disclose that the Rajajinagar branch had transferred a sum of Rs. 9,325.85 P. Thus the necessary inference is that Krishnaiah who handled the cheques did not account for one more cheque of Rs. 200. The evidence of BW-2 that Rajajinagar branch had given him 13 cheques for a total sum of Rs. 9,325.85 P., but he gave only 12 cheques at the West of Chord Road branch accounting for Rs. 9,125.85 P. only is fortified by the documentary evidence.

15. As regards the third head of the charge, the evidence of BW-2 Asha is specific that the Rajajinagar branch had given him 13 cheques for a total sum of Rs. 9,195.40 whereas he accounted for only 11 cheques for a total sum of Rs. 8,895.40 P. The inward clearing scroll at Ex. B-7 of the West of Chord Road Branch indicates that Krishnaiah, the workman gave only eleven cheques for a total sum of Rs. 8,895.40 P. Ex. B-10, the transfer credit voucher shows that the West of Chord Road branch gave credit to a sum of Rs. 8,895.40 P. only to the Rajajinagar branch. Ex. B-16 is the transfer debit voucher of the Rajajinagar branch and the amount debited for West of Chord Road branch is of Rs. 9,195.40 P. These debit vouchers and the inward clearing scroll have been maintained in the ordinary course of routine business. They have not been challenged. No motive has been suggested to any officer or official of the banks who has made verified or checked these entries and documents. Since the evidence of BW-2 Asha has been substantiated by unimpeachable documentary evidence, the enquiry officer has held that the workman Krishnaiah did not account for two cheques for a total sum of Rs. 300 on 2-11-1978.

16. The learned counsel for the I party strongly contended that the evidence of BW-2 is contradictory and that the Enquiry Officer ought not to have accepted her evidence. It is not a case based on the sole testimony of BW-2 Asha. I have already analysed and scrutinised the evidence and I find that there is nothing illogical in the finding of the Enquiry Officer in accepting the evidence of BW-2, BW-4 and the documents at Exs. B-7 to B-19. The learned counsel for the I party contended that no loss has been caused to the bank and that the alleged non-delivery of cheques does not imply any dishonest intention. It was

further argued that there was no complaint at all. The findings of the Enquiry Officer in Para 13 of the Report Ex. M-8 are specific that Krishnaiah did not hand over the said cheques at all as was expected of an ordinary man with honesty and loyalty. He has found him guilty for not accounting for the cheques correctly.

17. The learned counsel for the II party contended that the missing cheques have been accounted for at the Rajalinagar branch and when they have not been accounted for at the West of Chord Road branch, there is patently irregularity in the account of both the branches and the figures of both the branches can never tally. He further contended that the contention that none has complained is not borne out by record. There can be no dispute on the point that if a peon is entrusted with the work of taking the cheques from one branch to another branch, it is his duty to account for the cheques correctly, and if he does not account for the same, the misconduct of not accounting for the cheques stands proved.

18. The Enquiry Officer has then observed that the point whether the I party workman had any monetary connection with M/s. S.L. Sathyanarayana Setty is not within the purview of the chargesheet. He has further recorded a finding that the management has not proved that the suspicion of the bank that these undelivered cheques pertained to the workman himself was correct. In para 15, the Enquiry Officer has proceeded to record a finding that the management has not proved that there was dishonest intention on the part of the workman to make any wrongful gain, by not accounting for the missing cheques.

19. In order to appreciate the evidence placed before him, the Enquiry Officer has taken into account the summing up report of the workman Ex. M-6 and that of the management Ex. M-7. His report at Ex. M-8 discloses that he had gone through the summing up reports of both the parties and has taken into account the rival contentions raised by them.

20. After the Enquiry Officer gave his findings, the management had issued the second show cause notice. It is at page 136. The I party workman gave his explanation as per Ex. M-9. In the second show cause notice, the disciplinary authority has stated that the doubts expressed by the Enquiry Officer whether the missing cheques belonged to the workman or not, will not absolve him of his responsibility for non-delivery of the cheques and therefore the preponderance of probability of making wrongful gain for himself was not ruled out. The notice further shows that the report of the Enquiry Officer had been enclosed and finally it is stated that he was found guilty under Clause 10.5 (J) and he was called upon to explain as to why he should not be dismissed from service. On going through the said show cause notice, it is obvious that the I party workman has received a copy of the same along with the report of the Enquiry Officer. In the explanation at Ex. M-9, he makes several references to the findings of the Enquiry Officer. The contention of the learned counsel for the I party that no copy of the report was given to him cannot therefore be accepted. In the explanation Ex. M-9, the I party has contended that when the Enquiry Officer has not held him guilty of destroying the cheques or of making wrongful gain for himself, it cannot be said that he is guilty of making wrongful gain. Then, it has been contended in Ex. M-9 that the bank has suffered no loss and the Enquiry Officer has not at all appreciated the said point and therefore he may be exonerated. Then he has prayed for indulgence taking into account the indigent circumstances in which he had been placed. The disciplinary authority has then passed an order of dismissal dated 30-3-1985. It is on page 148. The workman had then filed an appeal as per Ex. M-10. He had been given a personal hearing. Thereafter, he has given another representation as per Ex. M-11 dt. 23-7-85. His appeal has been ultimately dismissed by an order dated 27-9-1985. It is on page 186.

21. The learned counsel for the I party vehemently argued that it is only the disciplinary authority who is competent to punish an employee and that the Enquiry Officer is only delegated with the work of holding of an enquiry and that only the disciplinary authority shall have to hear the employee before recording the findings. His submission dis-

closes that the Enquiry Officer is not competent to record any finding.

22. The learned counsel for the II party contended that there is no force in the contention of the I party that the Enquiry Officer cannot record any finding or that the disciplinary authority cannot accept any such findings before hearing the concerned workman. There can be no dispute that the Bipartite Settlement binds both the parties. What is gross misconduct has been defined in Clause 19.5. Clause 19.12 deals with the procedure of enquiry and passing of punishment orders. Clause 19.12 provides that the employee should be permitted to appear before the officer conducting the enquiry, to cross-examine the witnesses and to produce his own evidence. He is also at liberty to get the assistance of some persons as shown in Sub-Clause (a). At the end of Sub-clause (a), it is stated that he shall also be given a hearing as regards the nature of the proposed punishment in case any charge is established against him. There is nothing in the bipartite settlement to show that the Enquiry Officer is not competent to record findings. The contention of the learned counsel for the I party that before hearing the workman, the disciplinary authority cannot record any finding of guilty against the workman without hearing him and if he does so, it is against the principles of natural justice is not sustainable for the reason that the workman is given full opportunity before the Enquiry Officer of being heard. Since it is an admitted fact that the Enquiry Officer is delegated with the power of holding an enquiry, it cannot be said that he will have no power or authority to record a finding. The contention that the disciplinary authority alone shall have to record the findings is not supported by any case law. Likewise no authority had been pointed out to support the submission that without himself hearing the I party the disciplinary authority cannot accept the findings of the Enquiry Officer.

23. The learned counsel for the II party placed reliance on the case of S. Kumar Singh Vs. Union of India [AIR 1960 Supreme Court (Page 493)]. The authority is on the point that the disciplinary authority is not bound to hear the evidence of witnesses before passing a final order, if there is a full enquiry against a public servant. The authority has clearly laid down the principle that opportunity of showing cause against the action proposed to be taken must be a reasonable opportunity and that an opportunity of making an oral representation is not a necessary postulate.

24. The learned counsel for the II party then placed reliance on the case of the State of Assam Vs. Bimal Kumar Pandit [AIR 1963 Supreme Court (Page 1612)]. The principle laid down in the authority is that in issuing the second show notice, the dismissing authority should naturally have to come to the tentative or provisional conclusion about the guilt of the public officer as well as about the punishment which would meet the requirement of justice and it is only after reaching such conclusions, the dismissing authority issues the second notice. In that context, it has been further observed that the second opportunity enables the officer concerned to cover the whole ground and to plead that no case had been made against him for taking any disciplinary action and that he will also be able to urge that the action proposed against him is not called for or that it is unduly severe.

25. The learned counsel for the II party then referred to the case of A. Parameswara Iyer Vs. State of Kerala [AIR 1963 Kerala (Page 92)]. With reference to the Article 311 (2) of the Constitution of India, it has been laid down that when a regular enquiry has been held, the concerned officer is not entitled to have an oral hearing also at the stage when a show cause notice has been issued. It has been further laid down that no distinction can be made even when the punishing authority differs in some respects from the views expressed by the Enquiry Officer and the reason is that the constitutional guarantee afforded to a party must be one and the same and the nature of guarantee cannot depend on as to whether the punishing authority agrees with the findings of the Enquiry Officer or not. It has been further stated that in such cases it cannot be contended that there has been any violation of the principle of natural justice. With reference to the Travancore Public Servants (Inquiries) Act, a principle has been enunciated that the contention that the State Government has no power to go behind the findings recorded by the Enquiry Commissioner cannot be accepted. The learned counsel for the II party

strongly contended that when there is no constitutional guarantee for an officer appointed under a statute, it cannot be said that the I party workman can claim any better right that he should have been heard before the disciplinary authority accepted the findings of the Enquiry Officer or he should have been heard before the order of punishment was imposed on him. It was argued that nothing has been pointed out from the record by the learned counsel for the I party that soon after the second show cause notice was given to the I party workman, he made any request for a personal hearing, and that it is not his case that though he had sought for a personal hearing, it was denied.

26. The learned counsel for the II party then cited the case of *Railway Board, New Delhi and another Vs. Niranjan Singh* [AIR 1969 Supreme Court (Page 966)]. The facts of the reported case would disclose that in a departmental enquiry against a railway employee, the enquiry committee disbelieved the evidence of witnesses and came to a conclusion that the charge was not proved beyond reasonable doubt. The General Manager who was the disciplinary authority did not agree and accepted the evidence of the witness and held him guilty. The Hon'ble Supreme Court held that it was open to the General Manager to do so and he was not bound by the conclusions of the Enquiry Committee. The only test laid down is whether the finding of the disciplinary authority could not be said to be unsupported by evidence or could it be said that no reasonable person could have reached such a finding.

27. In the light of the principles laid down in the aforesaid authorities, it is too obvious to deny that the disciplinary authority has the discretion to differ from the findings recorded by the Enquiry Officer and arrive at his own findings and that for doing so, he need not give a personal hearing to the workman, unless there is a Bipartite Settlement to the contrary. The order of dismissal dated 30-3-85 shows that there is a full fledged discussion as to how Ex. B-1 Ex., B-11 and Ex. B-12 establish the dishonest intention of the I party workman. On each head of charge a thorough discussion has been made in the order of dismissal in Paras 4 to 7. In addition to his memorandum of appeal Ex. M-10, the workman had been given a personal hearing and he had made a further representation as per Ex. M-11 and on taking into account all these factors, the appellate authority has passed an order dt. 27-9-1985. No submission has been made before me that on the basis of the material placed on record no reasonable person could have arrived at the findings as now arrived at by the disciplinary authority.

28. It is submitted for the I party that the authorities cited by the II party are in the context of the provisions of Public Service (Enquiries) Act, 1850, Art. 311(2) of the Constitution of India and Travancore Public Service (Enquiries) Act. The learned counsel for the I party further placed reliance on the case of *State Bank of Mysore Vs. R. Shamanna* [I.L.R. 1984 (2) (Page 738)]. The authority has laid down the principle that when the second and final show cause notice is given, the employee should be given an opportunity of being heard in person. The authority is with special reference to the provisions of Bipartite Settlement. Clause 19.12 states that the employee should be given a hearing as regards the nature of the proposed punishment in case any charge is established against him.

29. The learned counsel for the II party contended that from the facts of the reported case of the State Bank of Mysore Vs. R. Shamanna, it is obvious that the Hon'ble High Court of Karnataka was examining the matter under the writ jurisdiction, Art. 226 of the Constitution or under the supervisory jurisdiction under Art. 227, whereas this Tribunal deals with facts and law also and if there is any lacuna or irregularity, the same is cured since the I party workman has all the opportunity to adduce his evidence and to have a personal hearing also. The authority shows that in the writ appeal, the order passed by the learned Judge quashing the dismissal and reserving the liberty to the bank to issue fresh show cause notice to the respondent along with the copy of the Enquiry Officer's report had been challenged. In para 20 of the order there is a specific observation that the respondent bank should have given an opportunity of being heard to the employee as provided in

the bipartite settlement and therefore the order of dismissal cannot be sustained. The net result of the order passed in the writ appeal was that the bank had still the right to issue a fresh show cause notice along with an order of the findings and then give a personal hearing to the employee and then pass an order. There cannot be any dispute that this Tribunal exercises jurisdiction, as if it is an original court of facts.

30. In order to substantiate his contention that the aforesaid authority of R. Shamanna is of no assistance to the I party, the learned counsel for the II party cited the case of *Union of India Vs. Jyoti Prakash Mitter* [AIR 1971 Supreme Court (Page 1093)]. The principle laid down in the said authority is that Art. 217(3) of the Constitution does not guarantee a right of personal hearing. However, there is an obiter that personal hearing is not a necessary incident of the rules of natural justice and that a mere denial of opportunity of making an oral representation will not vitiate the proceedings. Even if it is held that the case of R. Shamanna is directly on the point since there is a specific provision of oral hearing in the Bipartite Settlement, I find that the said irregularity cannot be a ground to set aside the order of dismissal itself, for the reason that personal hearing was not given to him. The irregularity at the most, will entail on a direction that the disciplinary authority should issue a fresh second show cause notice and then give a personal hearing and then pass an order in accordance with the law, as has been the direction in the very same case of R. Shamanna. But, no useful purpose will be served and secondly the order of reference calls upon this Tribunal to decide the matter once for all and this Tribunal will not be exercising its jurisdiction in an appropriate manner. If the matter is again sent back to the disciplinary authority with such an observation. In my view, the jurisdiction of this Tribunal imposes that the matter should be examined in the light whether such an irregularity has been now cured and whether in spite of such irregularity, the order of dismissal can be upheld.

31. The learned counsel for the II party further submitted that the jurisdiction and powers of this Tribunal are wide enough under Section 11-A of the I.D. Act, and there is no justification for the submission of the I party that the entire disciplinary proceeding is itself vitiated. Under Section 11-A of the Act, this Tribunal has the power to give appropriate relief in case of dismissal and for that purpose it has got the jurisdiction to examine the matter even afresh, supposing that the domestic enquiry itself is not sustainable. In order to reinforce his submission, the learned counsel for the II party placed reliance on the case of *Hariba vs. K.S.R.T.C.* [1983 (1) Kar LJ (page 261)]. The authority has laid down a principle that the remedy under Section 10 of the I.D. Act is a better and more effective remedy, in that the workman would have the opportunity of adducing rebuttal evidence and the benefit of an adjudication on the quantum of penalty. The authority supports the contention of the II party that in case of a procedural irregularity this Tribunal shall have to examine whether such an irregularity has the effect of vitiating the whole of the order of dismissing or whether it is curable and the matter can be disposed of in accordance with the law. From the facts and circumstances of the case, I find that the I party workman had all the opportunity to raise all the contentions and to place all the material before this Tribunal and further he had the opportunity of having a personal hearing also and it cannot be said that the irregularity is such that the order of dismissal is itself vitiated. It is difficult to accept the contention of the learned counsel for the I party that the disciplinary proceeding itself is vitiated and the I party workman is entitled to the relief sought for.

32. I cannot but reiterate that no submission has been made before me that the findings of the disciplinary authority or the appellate authority are perverse in the context of the evidence produced before the Enquiry Officer. The order of dismissal passed by the disciplinary authority at page 148 in paras 4 to 7 deals with the evidence on record and with reference to the said evidence the findings have been recorded to support the order of dismissal. The order passed in appeal at page 186 shows that the appellate authority also has succinctly discussed the facts and the rules applicable to the matter. I do not find that there is any perversity in the said findings.

33. The II party is a banking institution and looking at the fact that the I party workman has not maintained integrity, I am of the view that the provisions of Section 11-A of the I.D. Act cannot be invoked.

34. In the result, an award is passed to the effect that the State Bank of Mysore, Bangalore was justified in dismissing Shri K. Krishniah, Peon, West of Chord Road Branch, Bangalore with effect from 22-5-88 and that the workman is not entitled to any relief.

B. N. LALGE, Presiding Officer
[No. L-12012/406/86-D.II(A)/D-III(A)]

R. V. SHREEDHARAN, Desk Officer

नई दिल्ली, 23 सितम्बर, 1988

का. आ. 3049 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व कुआरडीह कोलियरी, संतग्राम ऐरिया मैसर्स ई. सी. लि. के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में श्री श्याम कृष्ण, मध्यस्थ के मध्यस्थम करार को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-88 को प्राप्त हुआ था।

New Delhi, the 23rd September, 1988

S.O. 3049.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Arbitration Award under Section 10A of the I. D. Act as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kuardih Colliery, Satgram Area of M/s. Eastern Coalfields Ltd., and their workmen, which was received by the Central Government on the 13th September, 1988.

ANNEXURE

Arbitration Award under Section 10-A of the Industrial Disputes Act 1947 in industrial dispute between the management of Bonejemehari Colliery of Eastern Coalfields Ltd., and the Colliery Mazdoor Union (INTUC), Asansol over termination of services of Shri Malinda Majhi U.G. Loader Bonejemehari Colliery of Salanpur Area of Eastern Coalfields Ltd. w.e.f. 1-7-1986 on attaining the age of superannuation.

PARTIES

REPRESENTING-EMPLOYER :

1. Shri S. P. Srivastava, Dy. Chief Personnel Manager, Salanpur Area, Eastern Coalfields Ltd. P.O. Raghunathchak Distt. Burdwan.
2. Shri B. Mishra, Agent Bonejemehari Colliery, P. O. Salanpur Distt. Burdwan.

REPRESENTING-WORKMAN :

1. Shri Provat Goswami, General Secretary, Colliery Mazdoor Union (INTUC) 27 G.T. Road, Asansol.
2. Shri Sukumar Banerjee, Working President, C.M.U. (INTUC), 27 G. T. Road, Asansol.

APPEARANCES

REPRESENTING-EMPLOYER :

1. Shri P. N. Singh, Personnel Manager, Salanpur Area, E. C. Ltd, P. O. Raghunath Chak. Distt. Burdwan
2. Shri B. Mishra, Agent, Bonejemehari Colliery, P.O. Salanpur, Distt. Burdwan.

REPRESENTING WORKMAN :

1. Shri Provat Goswami, General Secretary, Colliery Mazdoor Union (INTUC) Asansol.

INDUSTRY : Coal.

AWARD

The Government of India in the Ministry of Labour published the Arbitration Agreement arrived at between the management of Bonejemehari Colliery of Salanpur Area of Eastern Coalfields Ltd. and Colliery Mazdoor Union (INTUC) Asansol referring the industrial dispute over termination of services on superannuation of Shri Malinda Majhi U. G. Loader Bonejemehari Colliery w.e.f. 1-7-1986 to me for arbitration, in the Government of India Gazette under No. L-24013(2)/88-D. IV(B) dated 28-4-1988 on the following terms of reference :

"Whether the action of the management of Bonejemehari Colliery, Salanpur Area of M/s ECL in terminating the services of Shri Malinda Majhi U/G Loader w.e.f. 1-7-86 on attaining the age of superannuation was justified? If not, to what relief the workman is entitled?"

The said award was to be given by me within a period of three months from the date of the arbitration agreement or within such further time as extended by mutual agreement between the parties in writing. Since the award could not be given within the stipulated time, the parties extended the time for giving the award by 28-9-88 (Twenty eight September 1988) in writing on 24-6-1988.

The Colliery Mazdoor Union hereinafter known as 'union' was required to forward the detailed and self contained statement of the case to the management of Bonejemehari Colliery herein after known as 'management' endorsing copy to me by 15-5-1988 vide my registered letter dated 30-4-1988 and advising the management therein to furnish their counter comments on the union's statement of case, to the union endorsing copy to me by 31-5-1988. The union expressed inability to submit the statement of the case within the stipulated time and asked for time vide letter No. CMU/GS/5/88/2134 dated 7-5-1988. The request having been acceded to, the union was advised to forward the statement of the case to the management with copy to me by 30-5-88 and likewise the management to furnish the counter comments on the union's statement of case, to the union latest by 14-6-1988 and also to deliver the copy of the counterstatement to me during the hearing on 21-6-1988. The said date for the hearing had been given by me in my letter under reference. Accordingly the union sent me the statement of case saying that it's copy had been sent to the management vide his letter No. CMU/GS/5/88/2145 dated 26-5-1988 and added that the date of hearing viz. 21-6-88 fixed by me did not suit them. The date of hearing was therefore altered to 24-6-1988. The management furnished counterstatement to me with copy to the union vide letter No. C-6/88/15/Pers/5033 dated 13-6-1988.

During the hearing on 24-6-1988, the union confirmed that the management's counter statement had been received by them, on 17-6-88. The management representative attending the hearing Shri P. N. Singh stated that Sri S. P. Srivastava Dy. Chief Personnel Manager who had signed the arbitration agreement under reference had been transferred and he had taken over charge from Shri Srivastava as Personnel Manager. The union representatives requested for time for studying the management's counterstatement and so the hearing was adjourned to 5-8-1988. On 5-8-1988, the hearing could not take place and so it was postponed to 5-9-1988. The hearing was resumed on 5-9-1988 which was attended to by both the parties. In the meanwhile the union's reaction on the management's countercomments was also received vide their note dated 10-8-1988 and a copy thereof had been sent to the management by the union.

The union in their written statement of case dated 26-5-88 and reaction dated 10-8-1988 and during the hearing stated that Form 'B' register maintained under the Mines Act containing the age of the workman, his date of employment etc. is the most authentic record for determining the age for all purposes and so the date of birth recorded in the form 'B' register of Hindustan Alkusha Colliery of the pre-nationalised period should have been taken as authentic for the purpose of superannuation because in the said colliery Shri Malinda Majhi initially started working. Instead Shri Majhi was superannuated on the basis of age/year of birth

recorded in Form 'B' register of Bonejemehari Colliery where these particulars were recorded on the basis of Identity Card-cum-Pay Book issued by management of Sangramgarh Colliery and was in the possession of the workman and not on the basis of the official intimation received from the colliery where from he was transferred to the Bonejemehari Colliery i.e. Dabur (R) colliery. The management gave only one notice prior to superannuation and not of six months as per practice in vogue and convention. Not only this, after superannuating the workman, the Agent Bonejemehari Colliery asked for the date of birth of the workman from the Agent Dabur (R) Colliery wherefrom he was transferred to Bonejemehari Colliery vide letter No. C-6/72/P/1947 dated 7-7-88 and the Agent Dabur (R) Colliery informed the Agent Bonejemehari Colliery vide his letter No. DPC/P & IR/C-6/86/7537 dated 14-7-1986 that the name of the workman did not appear in the form 'B' register but as per Identity Register the age of the worker in 1973 was 41 years. It was further argued by the union that the 6 months pre-superannuation notice said to have been issued by the management had not been received by the worker and the Xerox copy of the form 'B' register said to have been prepared prior to 1982 could not be relied upon as it did not bear the thumb impression of the worker, further form 'B' register of Hindustan Alkusha Colliery, L.P.C. being not available and the date of birth not mentioned in the form 'B' register of the Dabur (R) colliery, the age recorded in Identity Card Register of Dabur (R) colliery viz. 41 years in 1973 should be relied upon and accordingly the superannuation of the worker w.e.f. 1-7-86 should be deemed to be incorrect, and claim of the workman allowed.

The management in their counter-comments and during the hearing stated that Shri Malinda Majhi was appointed in Hindustan Alkusha Colliery on 1-5-1972 and it was nationalised w.e.f. 1-5-73 under the Coal Mines Nationalisation Act 1973. The said colliery was grouped under Sangramgarh (R) Colliery after nationalisation and the worker Shri Majhi was issued Identity Card-cum-Pay book. Later on Hindustan Alkusha Colliery became a unit of Dabur (R) Colliery and the worker under reference was transferred from there to Bonejemehari Colliery in 1979 in whose form 'B' register the year of birth as 1926 had been recorded on the basis of Identity Card-cum-Pay book issued to the worker, and as per the procedure laid down by the Joint Bipartite Committee in Coal, the workman did not apply for the determination of age by the Age Determination Committee. The form 'B' registers of Hindustan Alkusha Colliery Sangramgarh (R) Colliery and Dabur (R) Colliery and L. P. C. issued by the Dabur (R) Colliery were not readily available and the Agent Dabur Colliery had informed the Agent Bonejemehari Colliery in his letter No. DRC/P&IR/C-6/2537 dated 14-7-1986 that the name of Shri Majhi did not appear in the form 'B' register of Dabur (R) Colliery and the Identity Register of the said Dabur (R) Colliery indicated Shri Majhi's age as 41 years in 1973. It was reiterated that the age recorded in form 'B' register of Bonejemehari Colliery in token of acceptance of which L.T.I. had been affixed by the worker under reference and same age was recorded in the Identity Card which was in possession of the worker should be relied upon and superannuation deemed as correct, rejecting the worker's claim.

I have carefully gone through the facts as recorded by the parties in the statement of case, counter comments, records produced before me by the parties and brought out during the personal hearings and feel that for deciding the issue that whether the termination of services of the workman Shri Malinda Majhi on attaining the age of superannuation w.e.f. 1-7-1986, it is necessary that the correct date of birth of Shri Majhi be determined. On the basis of the records produced by the management, the correct age cannot be known because its corroboration in different records like form 'B' registers of the collieries mentioned in the foregoing paragraphs where the worker had worked and where he was initially appointed viz. Hindustan Alkusha Colliery, which were reported by the management to be lying with the Central Govt. Industrial Tribunal, Dhanbad/Calcutta, L.P.C. issued by the Dabur Colliery on the workers, transfer from there to Bonejemehari Colliery and form 'A' declaration under C.M.P.E. made by the worker at the time of appointment and authenticated by the management, was necessary.

Under the circumstances I have no option but to award that the issue of age be referred to the Age Determination

Committee to be constituted by the Management for determination of the age of Shri Malinda Majhi as per normal procedure of examination of records of the management and the records/evidence adduced by the worker and further action in the light of the age so determined be taken by the management at the earliest but not later than 30th November, 1988.

The parties will bear their own costs.

Dated 12-9-88.

SHYAM, KRISHNA, Dy. Chief Labour Commissioner (Retd.)

&

Arbitrator.

[No. L. 24013/2/88-D. IV(B)]

का. अं. 3050 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का. 14) का धारा 17 के अनुसरण में, केन्द्र सरकार व कुआरडीह कोलियरी एस ई. सी. लिम. के संबंधित के सम्बद्ध निवासियों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में, श्री प्याम कृष्णा, मध्यस्थ के अध्यक्षता में को प्रकटित करती है, जो केन्द्र सरकार का 13-9-88 का प्राप्त हुआ था।

S.O. 3050.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes Arbitration Award under section 10-A of the Industrial Dispute Act as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kuardih Colliery, Satgram Area of M/s. E.C. Ltd., and their workmen, which was received by the Central Government on the 13th September, 1988.

ANNEXURE

Arbitration Award under section 10-A of the Industrial Disputes Act, 1947 in Industrial dispute between the management of Kuardih Colliery of Eastern Coalfields Ltd. and the Colliery Mazdoor Union (INTUC) Asansol over termination of services of Shri Pandoo Swain Timber Mazdoor Kuardih Colliery of Satgram Area of Eastern Coalfields Ltd. w.e.f. 1-7-1985 on attaining the age of superannuation.

PARTIES.

REPRESENTING EMPLOYER :

1. Shri M. P. Singh
Dy. Chief Personnel Manager,
Satgram Area, E.C. Ltd
2. Shri T. N. Roy,
Agent Kuardih Colliery E.C. Ltd.

REPRESENTING WORKMAN

1. Shri Povat Goswami,
General Secretary
Colliery Mazdoor Union,
(INTUC),
Asansol.
2. Shri Sukumar Banerjee,
Working President,
Colliery Mazdoor Union
(INTUC)
Asansol.

APPEARANCES :**REPRESENTING EMPLOYER :**

1. Shri M. P. Singh,
Dy. Chief Personnel Manager,
Satgram Area, E. C. Ltd.,
P.O. Devchandnagar (W. Bengal).
2. Shri T. N. Roy Agent,
Kuardih Colliery E.C. Ltd.
3. Shri S. K. Sanval,
Personnel Manager,
Satgram Area, E.C. Ltd.,
P. O. Devchandnagar (W. Bengal)

REPRESENTING WORKMAN :

1. Shri Proval Goswami,
General Secretary,
Colliery Mazdoor Union (INTUC).
Asansol.

INDUSTRY**COAL.****AWARD**

The Government of India in the Ministry of Labour published the arbitration agreement arrived at between the management of Kuardih Colliery of Satgram Area of Eastern Coalfields Ltd. and Colliery Mazdoor Union (INTUC) Asansol referring the industrial dispute over termination of services on superannuation of Shri Pandoo Swain Timber Mazdoor Kuardih Colliery w.e.f. 1-7-1985 to me for arbitration in the Government of India Gazette under No. L-24012/3/88-D.IV(B) dated 28th April 1988, on the following terms of reference :—

“Whether the action of the management of Kuardih Colliery Satgram Area of M/s. E.C. Ltd., in terminating the services of Shri Pandoo Swain Timber Mazdoor w.e.f. 1st July 1985 on attaining the age of superannuation was justified? If not, to what relief the workman is entitled?”

“The said award was to be given by me within a period three months from the date of the arbitration agreement or within such further time as extended by mutual agreement between the parties in writing. Since the award could not be given within the stipulated time, the parties extended the time for giving the award by 28-9-88 in writing on 23rd June 1988.

The Colliery Mazdoor Union, hereinafter known as ‘Union’, was required to forward the detailed and self contained statement of the case to the management of Kuardih Colliery, hereinafter known as ‘management’ endorsing copy to me by 15-5-1988 vide my registered letter dated 30th April, 1988. In the said letter the management had also been advised to furnish counter comments on the union’s statement of case, to the union endorsing copy to me by 31st May 1988. The union expressed liability to submit the statement of the case within the stipulated time and asked for time vide letter No. CMU/GS/5/88-2133 dated 7th May, 1988. The request having been acceded to, the union was required to forward the statement of case by 30th May, 1988 to the manage-

ment with copy to me and likewise the management to furnish counter comments on 20th June, 1988 during the hearing vide my registered letter 13th May, 1988. In the said letter the date as 20-6-1988 for personal hearing in the office of the General Manager, Satgram Area had also been fixed. Accordingly the union sent me the statement of case saying that it’s copy had been sent to the management vide his letter No. CMU/GS/5/88/2147 dated 29-5-1988 in the said letter it was also added by the union that 20-6-88 did not suit for the personal hearing. The date for the personal hearing was altered to 23-6-1988. During the hearing on 23rd June, 1988 that management submitted counter statement dated 22nd June, 1988, handing over it’s copy to the union.

Since the counter statement of the management had been received by the union on 23rd June 1988 itself and it required time for study and expressing reaction, the hearing was adjourned to 3-8-1988. On 3-8-1988 the hearing could however not be resumed and was finally resumed on 3-9-1988. Which was attended to by both the parties. In the meanwhile the union’s reaction on the management’s counter comments had also been intimated vide statement dated 3-8-1988—copy given to the management.

The union in their written statement dated, 29th May, 1988, 3rd August, 1988, and during the hearing stated that Shri Pandoo Swain commenced his employment in 1970 when his age was 36 years—the year of birth being 1934 and this age was recorded at S. No. 775 in Form ‘B’ register maintained in 1970 by the erstwhile employer. The form ‘B’ Register is a statutory register to be maintained under the Indian Mines Act and the entries made therein were authentic. Accordingly he should have been superannuated in 1994 on attaining the age of 60 years. But the management issued notice under No. Agent/KAO/PEE/84/0465 dated 20-1-1985 to the workman saying that as per his service record he would have retired from the service, w.e.f. 1-7-1985 on attaining the age of 60 years. His age shown as 47 years in 1972 could not be accepted. The union also mentioned that on the basis of letter No. SAT/GM/DCPO/77/09411 dated the 22nd Sept., 1977 of the management, alteration had been made in the newly constructed Form ‘B’ register which could not be done without affording an opportunity to the workman as per Hon’ble Supreme Court judgement in civil appeal No. 377 of 1981 in the case of Sarju Prasad vs. G.M. It was argued that the form B register should be maintained by the employer right from the date of employment i.e. 9th January 1970 in this case. The management produced the earliest register form ‘B’ of 1972 only but it could not be relied upon as it did not bear the signatures of either Register Keeper or any other competent authority on behalf of the management. The register of 1976 (form ‘B’) was a photostat copy and without signatures of any competent authority/register keeper. The union added that the matter of age in this case was examined by a joint inspection team comprising of the workman’s representative and the management and should be perused to give the clear idea. Gross injustice had been done to the workman in prematurely retiring him and so the termination of his service should be declared void.

The management in their counter comments dated 22nd June 1988 and during the hearing stated that Kuardih Colliery's (prior to nationalisation)—form 'B' register maintained by the erstwhile employer showed that Shri Pandoo Swain was appointed to work as machine miner in 1972 when his age was 47 years and the same had been brought forward in the subsequent form 'B' registers prepared by the new i.e. present management after nationalisation. The form 'B' maintained by the erstwhile management bore the signatures/thumb impression of the workman. The form 'B' register of 1970 was not handed over to them by the erstwhile management of prenationalisation viz. The Kuardih Coal Co. Ltd. The form 'B' register of 1976 produced by the management during the hearing indicated the date of employment as 7th September 1970 and his age 51 years along with the thumb impression of the workman. In support form 'B' register indicated the age as 56 years in 1981 was produced by the management but this register did not bear the thumb impression of the workman. No report in writing was drafted after the joint inspection but the outcome thereof was indicated in the note sheet submitted to the Headquarters of the E.C.L. as regards the hon'ble Supreme Court citation referred to by the union, the management was of the view that no alteration in the date of birth had been made, it was simply corrected in 1976 'B' register on the basis of the contents of form 'B' register of 1972 maintained by the erstwhile management of prenationalisation period. The workman did not raise any objection about his date of birth during the service period. The management therefore pleaded that the workman had no case and the management's action of terminating his services on superannuation should be upheld by the arbitrator.

I have carefully gone through the facts as recorded by the parties in the statement of case, counter comments, records/documents produced by the management/union and brought out during the personal hearings and feel that for arriving at a just and fair conclusion about the age of the workman on which the management's action or terminating the services of the workman on superannuation was based, a perusal of the form 'B' register for the year 1970 of the erstwhile management i.e. Kuardih Coal Co. Ltd., owners of the colliery before nationalisation and the date of the year in which the workman was initially appointed, perusal of the basis of altering the original date of the year of birth recorded in the form 'B' register for the year 1976 to 51 years, management's letter No. SAT/GM/DCPO/77/09411 dated the 22nd September 1977, note sheet submitted to the Headquarters office after the examination of the issue of age of the workman under reference viz. Pandoo Swain and Identity Card Issue Register was necessary and this could not be done for one reason or the other mainly being their non-availability.

Under the circumstances I have no option but to award that the issue of 'Age' of the workman Shri Pandoo Swain be referred to the Age Determination Committee to be constituted by the management for determination of the age of the workman Shri Pandoo Swain as per normal procedure of examination of the records of the management and the records/evidence adduced by the workman and take further action as be necessary in accordance with the age so determined at the earliest but not later than 30th November 1988.

The parties will bear their own costs.

SHYAM KRISHNA, Dy. Chief Labour
Commissioner (Retd.)
&

Dated 12-9-88.

Arbitrator.

[No L-24012/3/88-D.IV(B)]

R. K. GUPTA, Desk Officer

नई दिल्ली, 23 सितम्बर, 1988

का. अ. 3151 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सन्दर्भ सिल्क बोर्ड बंगलूर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अतिरिक्त, बंगलूर के पंचाट को प्रकाशित करता है, जो प्रत्यक्ष सरकार की 9-9-88 को प्राप्त हुआ था।

New Delhi, the 23rd September, 1988

S.O. 3051.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bangalore, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Silk Board, Bangalore and their workmen, which was received by the Central Government on the 9th September, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-C. M-LABOUR COURT AT BANGALORE

Dated, 26th Day of August, 1988 at Mysore Camp

PRESENT:

Shri B. N. Lalge, B.A. (Hons.) LL.B. Presiding Officer
Central Reference No. 143/87

I PARTY:

Shri B. N. Lalge, B.A. (Hons.) LL.B. Presiding Officer.
Main, 1st Cross, Mysore-570004.
Vs.

II PARTY:

Director, N.S.S.P. Central Silk Board, Mysugar Complex, J.C. Road, Bangalore-2.

APPEARANCES:

For the I party—Shri B. N. Vijaykumar, Advocate.

For the II party—Shri S. Subba Krishna, Advocate.

AWARD

By exercising its powers under section 10(1)(d) of the I.D. Act, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No. L-42012/53/86-D.II(B) dated 25-8-1987.

POINT OF REFERENCE

"Whether the termination of Shri K. K. Chitrakumar, Ex-Driver by the management of National Silk Worm Seed Project, Bangalore is legal, in order and justified? If not, to what relief and from what date, the workman concerned is entitled to?"

2. The notices were served on the parties, and they have filed their pleadings.

3. On the basis of the pleadings a preliminary issue was raised whether the domestic enquiry held against the workman is in accordance with law.

4. The management examined one witness and got marked four documents.

5. On the preliminary issue it was held that the enquiry conducted against him is not valid.

6. There-upon, the second party was called upon to adduce evidence on the merits of the case to show that the workman is guilty of the alleged acts of misconduct.

7. The matter came up for hearing at Mysore Camp today. The first party workman has submitted a memo stating that he wants to withdraw the case and the matter may be closed. In his oral submission also, he said that he intends to withdraw his case and that the matter may be closed.

8. The second party was also heard.

9. In the result, an award is passed to the effect that the termination of the service of Shri K. K. Chitrakumar, Ex-Driver by the management of National Silk Worm Seed Project Bangalore is justified, since the first party workman has withdrawn his claim. He is not entitled to any relief.

B. N. LALGE, Presiding Officer
[No. L-42012/53/86-D.II(B)]

का. आ. 3052 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, नेशनल डेरी रिसर्च इंस्टीट्यूट, बैंगलूर के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बैंगलूर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-9-88 को प्राप्त हुआ था।

S.O. 3052.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of 'National Dairy Research Institute, Bangalore and their workmen, which was received by the Central Government on the 13-9-1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated 2nd September, 1988

PRESENT :

Shri B. N. Lalge, B.A. (Hons.), LL.B. Presiding Officer.
Central Reference No. 158/87

I PARTY :

Shri N. Thammiah and Shri K. N. Nilegowda, No. 13, 6th Cross, Devegowda, Adegodi, Bangalore-30.

Shri K. N. Nilegowda, No. 3, 4th Cross Mico Road, Adegodi Bangalore-30.

Vs.

II PARTY :

The Director, National Dairy Research Institute, Southern Regional Station, Adegodi, Bangalore-30.

APPEARANCES :

For the I party—Shri K. Subba Rao, Advocate.

For the II party—Shri M. C. Ravikumar, Advocate.

AWARD

By exercising its powers under Section 10(1)(d) and (2A) of the I.D. Act, 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No. L-42011/64/86-D.II(B) dated 6-10-1987.

POINT OF REFERENCE

"Whether the action of National Dairy Research Institute, Southern Regional Station, Adegodi, Bangalore in terminating Shri Thammiah and K. N. Nilegowda from service with effect from 5-12-85 and 9-11-85 respectively is legal and justified? If not, to what relief are the workmen concerned entitled?"

2. The I party workmen have filed their separate claim statements. Their contentions, in brief are as follows. They joined the service of the II party on casual basis and have put in several years of continuous and uninterrupted service, until their services were illegally terminated. They were asked to appear before the selection committee and they appeared. Their names are shown in the selection list. Offers of appointments were made to them. They accepted the same. Even after observing all the said formalities they were not allowed to report to duty. Their services have been terminated illegally. The action of the management is in violation of Section 2(oo) and 25F of the I.D. Act. They have indulged in unfair labour practice, as defined in Section 2(ra). The management may be ordered to reinstate them with all the consequential benefits.

3. The management has filed its counter statement and inter alia it is contended as follows.

The II party is a Research Institute. It is not an industry. The dispute is not an industrial dispute. Both of them were engaged as casual labourers for seasonal or occasional work such as harvesting of fodder or cleaning of the campus. Their wages were paid through muster rolls. It is false to say that they were engaged for personal or domestic work. They were asked to appear before the selection committee for Attendant Grade I, since their names were sponsored by the Employment Exchange. Offer of appointment does not confer any right to the job. As per the rules of the Indian Council of Agricultural Research, a casual labourer who has put in not less than 240 days of work for two consecutive years is eligible for consideration for regularisation. The two workmen have not complied with the said requirement. The question of retrenchment does not arise. No order of termination of their services was issued. They are not within the age limit applicable for the post of Attendant Grade I and therefore they were not allowed to join. It is not correct that they were having all the requisite qualifications. There is no violation of Article 14 or Article 16 of the Constitution. No principle of natural justice has been violated. It has not indulged in any unfair labour practice. The reference may be rejected.

4. One additional issue has been raised as follows.

"Whether the II party is not industry and that the reference is not maintainable."

5. The additional issue and the point of reference have been taken up together.

6. The II party has examined one witness.

7. Both the workmen have examined themselves and Exs. W-1 to W-17 have been got marked.

8. The parties have been heard.

9. My findings on the additional issue and the point of reference are as follows.

ADDITIONAL ISSUE

The Second party is an industry.

POINT OF REFERENCE

The Management, of the II party, National Dairy Research Institute, Bangalore is not justified in terminating the services of Shri Thammiah from 5-12-1985 and that he is entitled to the relief shown below.

The management was justified in not giving work to K. N. Nilegowda and he is not entitled to any relief.

Additional Issue Number 1

Additional Issue Number I

10. MW-1 Ramanulam, the Administrative Officer of the II party has sworn that the II party is doing the work of research and training and that it is not an industry. In

paras 18, 19 and 20 of his evidence, he admits in the cross-examination that the II party is making milk products for distribution and they got about 1,000 litres of milk per day. It is further stated that milk products are sold to the members of the staff at the cost price. The learned counsel for the I party contended that the pamphlet at Ex. W-1 and the articles shown in Souvenir, Ex. W-2 and the admission made by MW-1 show that the II party is an industry. He further referred to the award passed by this Tribunal in Central Reference No. 112/87 dt. 2-3-1988. It has been observed in the said award that the II party is an industry and in order to record the said finding this Tribunal has relied upon the case of BWSS Vs. Rajappa. In my view the evidence of MW-1 Ramanujam and the documents at Ex. W-1 and W-2 establish that the II party is an industry and that the dispute is an industrial dispute.

Point of Reference

11. The learned counsel for the II party contended that since the two workmen were not within the prescribed age, they could not be appointed and that it is not a case of termination of service and that the reference cannot be maintained. On the other hand, the learned counsel for the I party referred to the case of M. S. Abbobacker Vs. H.M.T. Limited [Vol. 72 FJR. (Page 263)]. It emerges from the authority that even in the case of automatic termination of service under standing orders by overstaying leave, the termination amounts to retrenchment and the employer is bound to comply with the provisions of Section 25F of the I.D. Act. Merely because no order of termination of service has been passed, it does not mean that the provisions of Chapter VA of the I.D. Act do not apply.

As regards the Claim of Shri Thammaiah

12. MW-2 Thammaiah has stated that he joined the II party in 1979 and that in 1985 his services have been terminated and that in 1984 itself he had put in more than 261 days of service. In the cross-examination it has not been suggested to him that in 1984 he had ever put in more than 261 days of work. The only suggestion to him is that in the order of appointment Ex. W-15 it is stated that his services are liable to be terminated, if any statement made by him is found to be incorrect. It is not the case of the II party in the counter statement that the services of MW-2 Thammaiah have been terminated on account of any act of misconduct of giving false information while getting recruited.

13. Ex. W-3 shows that the Dairy Cattle Manager of the II party has issued a certificate on 15-11-83 that the workman Thammaiah has worked in the II party as a casual worker from 1980 to 1983. It is supported by muster rolls, at Ex. W-11 series. Ex. W-11 is the bunch of muster rolls produced by the II party. The abstract enclosed to the bunch and the bunch of muster rolls disclose that Thammaiah has admittedly put in service of 261 days in the year 1984 and that his record of service in other years is as follows.

Sl. No.	Year	Number of days of work put in
1.	1980	88
2.	1981	163
3.	1982	175
4.	1983	221
5.	1984	261

Since it is an admitted fact that he has put in 261 days i.e. more than 240 days of work in 1984, it was obligatory on the part of the management to have followed the provisions of Chapter 5A of the I.D. Act. In the case of

Huchaiiah Vs. Karnataka State Road Transport Corporation [1988 (1) LLJ Page 30] a principle has been laid down that where a workman has not worked for a period of 240 days immediately prior to the date of discharge, the question whether during any other year, he had worked for 240 days is a matter relevant for consideration for computation of the amounts payable under Section 25F(b) of the I.D. Act. There is no dispute on the point that before the management stopped giving work to Thammaiah, no retrenchment compensation was paid to him. Thus, there is the violation of Chapter VB of the I.D. Act. In the case of Thammaiah, the II party management cannot justify its action on the basis of any circular such as Ex. W-4 or Ex. W-5. The management has not put forth any valid ground to sustain its action of not giving work to Thammaiah when he had put in more than 240 days of service in 1984. The contention that he was not within the prescribed age at the relevant time is no answer for not complying the provisions of Chapter 5-A of the I. D. Act, before the management stopped giving work. It is thus obvious that he is entitled to the relief of reinstatement and consequential benefits.

As Regards the Claim of Shri K. N. Nilegowda

14. In the claim statement of Nilegowda, it has been contended that on the date of the termination of his services, he had put in six years of continuous service. In the counter statement filed by the II party. It is stated that the I party workman did not comply with the regulation of the II party for absorption of candidates. It has been specifically contended that they were not engaged on regular basis, even for a single day and there is no question of termination of their services. By an application dated 15-2-88, the I party had sought for production of all the muster rolls pertaining to the I party workman for the period from (1) 1979 to 5-12-1985, (2) attendance register maintained by the II party regarding these two workmen (3) all records pertaining to the Selection Committee held on 8-1-85 and list prepared by the II party showing selection of candidates. By a Memo dated 12-4-88 the II party has filed a bunch of muster rolls from 1980 to 1985. The learned counsel for the II party contended that these are the only records available with the II party in relation to these two workmen. It was argued by the learned counsel for the I party that the management has with an ulterior motive and purposely held back material documents which show about the attendance of these two workmen. It has been suggested to MW-1 Ramanujam in Para 28 that they have taken out sheets from the attendance registers and have produced the loose sheets with a list, but the witness has denied the suggestion. It has been further suggested to him that these sheets contained the names of persons who have put in 15 to 20 years of service. The witness has again denied the suggestion. No other witness has been examined for the I party to substantiate the contention of the I party workman Nilegowda that he has put in more than 240 days of service in any year from 1979 to 1985. When the management had produced, all the relevant muster rolls from 1980 to 1985 and especially when it is manifest that in the case of Thammaiah they have themselves produced the muster rolls of 1984 to show that he has worked for more than 240 days in that year, it is difficult to accept that the II party has suppressed or withheld any other document showing the attendance of Nilegowda. If Nilegowda had ever worked in the years 1980, 1981 and 1982, the sheets showing the name of Thammaiah should have shown his name also. Admittedly, Nilegowda states that he had worked only in December of 1979. No question of his putting in more than 240 days of service in 1979 arises. In para 6 of his evidence he says that cultivation inheritance one Shri Gavali had issued him a certificate. MW-1 Ramanujam has sworn that the said Gavali had no authority to issue any such certificate. Ex. W-6 in the nature of a general character certificate. It does not show that the I party workman Nilegowda had worked for

a continuous period of 240 days in each of the years between 1980 and 1983. In my opinion it cannot be preferred to the documents such as muster rolls at Ex. W-11 series. In the cross-examination, in para 15, WW-1 Nilegowda concedes that he has no objection for the muster-rolls produced by the II party. No motive has been suggested to MW-1 Ramanujam as to why he should withhold or suppress other muster roll document. Except for alleging that the II party has indulged in unfair labour practice no motive has been suggested to the management of the II party as to why it should have any animosity against the said Nilegowda. It does not appear in the evidence of WW-1 Nilegowda himself that the II party management or any officer of the II party has any illwill against him. The I party workman has relied upon Ex. M-14 to show that he was directed to appear for interview on 8-1-85 and Ex. W-15 to show that the II party had sent to him a proposal for appointment. It is to be seen from the evidence of MW-1 Ramanujam that the II party could not appoint the said Nilegowda because he was over aged. Ex. W-17 is the transfer certificate of Nilegowda. It shows his date of birth as 26-3-1958. The date of interview is 8-1-85 and by then he was above 25 years and thus it is shown that he was overaged. The evidence of MW-1 that because he was overaged, the management could not appoint him has been thus supported by documentary evidence. Two circulars issued by the management have been produced. Ex. W-4 dt. 17-12-84 and Ex. W-5 dt. 24-11-84 show that employment of casual labourers in excess of 45 days without reference to the Employment Exchange should be stopped and engagement of casual labourers for 240 days in a year, consecutively for two years will entail with a legal claim for regularisation and hence the section heads should ensure that such type of engagements are not made. They further show that those who are working for more than 240 days may be allowed to continue until a final decision is taken regarding their regularisation from the headquarters. It cannot be said that the II party had indulged in unfair labour practice, merely because the officers are enlightened on the provisions of law and are requested that if any workman is working for more than 240 days in any year, proper steps should be taken to regularise their services. In my view Exs. W-4 and W-5 do not indicate that the Head Office instructed the local office that the latter should effect a break only to make their services non-continuous. The very fact that even after Exs. W-4 and W-5 were issued in November and December, 1984 the I party workman Nilegowda was engaged almost in all the months of 1985 indicates that the II party has permitted him to work without any prejudice to his rights. Merely because the management sends a letter of interview or prepares a list showing his name as per Ex. W-9, it does not emerge that any right was conferred on him. Ex. W-10 is the letter showing that the A.B.C. reported about the failure of conciliation proceedings. The other documents got marked by the workman either pertain to the other worker Thammiah or they are not pertinent to the case of Nilegowda.

15. The learned counsel for the I party, referred to the said authority of M. S. Abbobacker Vs. H.M.T. Limited [Vol. 72 F.J.R. (Page 263)] in the case of Nilegowda also and contended that stopping him from work with effect from 9-11-85 amounts to termination of his services and the action of the management is in violation of various provisions of Chapter 5-A of the I.D. Act. The facts of the reported case would disclose that where the standing orders provided that a workman would lose his lien on his appointment if he does not join his duties within a certain time limit, after his leave expires it means that his services stand automatically terminated, when the said contingency happens, but it at there should be positive act on the part of the employer to comply with the provisions of Chapter 1A to give validity of the retrenchment. Since the provisions of Chapters 5A have not been complied with, it has been held that the action of the management amounted to illegal retrenchment and cannot be sustained. The facts before me show that in no year the workman Nilegowda had put in 240 days of service and therefore there was no obligation on the part of the management to have invoked with the provisions of section 25F read with section 25B of the I.D. Act. In my opinion the authority is of no assistance to the I party Nilegowda.

16. The learned counsel for the I party then referred to the case of Robert D'Souza Vs. Executive Engineer, South-2401 GI/88—16

ern Railway [1982 (1) SCC Page 645]. The authority is on the point that if a casual or seasonal workman who has rendered continuous service for 1 year or more cannot be retrenched on the ground of unauthorised absence from duty and that action amounts to retrenchment and if provision of 25F are not complied with, it cannot be sustained. The facts of the reported case being entirely different and in the case at hand since the workman has not put in continuous service of 240 days in any year, I find that there was no obligation on the part of the management to comply with the provision 25F of the I.D. Act. The authority does not help the workman.

17. The learned counsel for the I party then cited the case of S. Govindaraju V. K.S.R.T.C. and another 1986 (Administrative Tribunal Judgment) S.C. (page 472). The facts of the reported case would show that the appellant was appointed and selected as a conductor, but however he was not given regular appointment and that he was appointed in a temporary vacancy. He worked continuously for a period of more than 240 days. While he was so working, his services were terminated by an order dated 24-5-1985 on the ground that he was unsuitable for the post. Under such circumstances, it has been held that the action of the management amounts to retrenchment and since the provisions of 25F had not been complied with, it cannot be sustained. The learned counsel for the I party then cited the case of Catering Cleaner of Southern Railway V. Union of India (1987 1 L.L.J. Page 777) (page not to be seen in the xerox copy). A principle is laid down in the authority that the work of cleaning catering establishment and pantry carts is of a perennial nature and therefore the requirements of Section 10(2)(b) of the Contract Labour (Regulation and Abolition) Act, 1970 were complied with and therefore a writ of mandamus was issued directing the government to exercise its powers under section 10(1) of the Act to abolish the contract systems. The evidence of MW-1 Ramanujam disclosed that in order to attend to their regular nature of work they have got their own permanent workman and only for seasonal work such casual labourers are engaged. The documents at Ex. M-12 series and the proforma Ex. W-13 indicate that Thammiah and Nilegowda had been engaged for the seasonal type of work. There is no evidence on record to prove that the work which Nilegowda was doing was of permanent nature and that the management has made to appear as though it is seasonal kind of work. In the given set of circumstances, the principle laid down in the authority is not attracted.

18. The learned counsel for the I party then referred to the case of Dinesh Kumar Himatlal Nimavat Vs. State of Gujarat [1988 (1) SLR SC page 211]. The authority is on the point that practice of ad hoc appointment for 28 or 29 days in a year only to cause a break in the continuous service of a workman, is illegal unjust and oppressive. Neither the circulars at Ex. W-4 and W-5 nor the proforma of the undertaking Ex. W-13 nor the evidence of MW-1 indicate that the management had indulged in any unfair labour practice or in any unjust or oppressive act of compulsorily causing a break of one or two days of service, in order that the workman should not be able to contend that he had put in more than 240 days continuous service in a year. I cannot but reiterate that no such motive has been suggested to MW-1 Ramanujam.

20. The learned counsel for the I party contended that the juniors of Nilegowda have been appointed and that it has not been proved as to why Nilegowda has not been appointed though he had been selected and put at Sl. No. 4 in the list Ex. W-9. The management has satisfactorily explained that on the date of interview he was more than 25 year and being overaged the rules did not permit the II party to appoint him. The evidence of MW-1 Ramanujam in Para 34 on that point has gone unchallenged. I do not find any force in that contention.

21. The learned counsel for the I party has contended that the II party has not proved that Nilegowda was overaged at the relevant time. The transfer certificate produced by Nilegowda at Ex. M-17 itself proves that on the date of the interview, i.e. 8-1-1985, as per Ex. W-14 he was overaged, being more than 25 years old. The contention is not valid.

22. The learned counsel for the I party argued that a presumption may be raised that Nilegowda has worked for more than 240 days in a year on the strength of Ex. W-6 and for the reason that the II party has not produced the muster rolls of all the months of all the years. Illustration (g) to Section 114 of the Indian Evidence Act shows that, that evidence which could be and is not produced would, if produced be unfavourable to the person who withholds it. Even if the said presumption is applied, at best it proves that the said muster rolls would have been unfavourable to the II party. Such a presumption does not prove a positive fact that the I party Nilegowda had put in more than 240 days of continuous work in the years between 1979 and 1985. It is not a case wherein it was impossible for the workman to adduce evidence to prove that he had put in so much of service. There is no explanation as to why he did not examine the officer who had issued the certificate Ex. W-6 Gavali or any other co-worker who had seen him working for these years for more than 240 days in a year. I have already observed that no ulterior motive could be attributed to the II party and there is no material to hold that the II party has purposely suppressed any other muster rolls, besides those produced by them in Ex. W-11 series. The evidence of MW-1 shows that wages were paid to these persons on the basis of muster rolls. Ex. W-11 series themselves indicate that these workmen have received their wages by signing on revenue stamps affixed in the sheet of Ex. W-11 series. There is no force in the contention that the management ought to have produced any salary register when there is no salary register at all. The evidence of MW-1 shows that except these muster rolls no attendance register has been maintained and this is the only record. The submission that the II party ought to have produced attendance register does not hold water.

23. The I party Nilegowda has not proved that he has any right to claim appointment. Since there is no case of violation of any provision of Chapter 5A or 5B of the I.D. Act, it cannot be held that the stopping him from service is an illegal act on the part of the management. The facts and circumstances of the case do not prove that the II party had indulged in any act of unfair labour practice as defined in Schedule V of the I.D. Act. I, therefore, find that the action of the II party in regard to Nilegowda cannot be assailed.

24. In the result an award is passed to the effect that the action of the National Dairy Research Institute, Southern Regional Station, Bangalore in terminating the services of Thammaiah with effect from 5-12-1985 is not legal and justified and that the management should reinstate him within a period of one month from the date of coming into force of this award with continuity of service and pay him all the back wages and consequential benefits. An award is passed in relation to K. N. Nilegowda that the action of the management in terminating his services with effect from 9-11-85 is justified and that he is not entitled to any relief.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me).

B. N. LALGE, Presiding Officer

[No. L-42016/64/86-II(B)]

का. आ. 3053 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मोहम्मद शकीर, जूही, कानपुर द्वारा, इसी अधिनियम की धारा 33-ए के तहत, स्माल ग्रामर्स फैक्टरी कानपुर के प्रबंधन के सम्बद्ध नियोजकों के विरुद्ध की गई शिकायत पर अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-9-88 प्राप्त हुआ था।

353.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government as the award of the Central Government

Industrial Tribunal Kanpur in respect of a complaint u/s. 33-A of the said Act, filed by Mohammed Shakir, Juh, Kanpur which was received by the Central Government on Kanpur which was received by the Central Government on the 9-9-1988.

ANNEXURE

BEFORE SHRI ARIAN DEV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

I.D. Case No. 4 of 1988 (U/s. 33A I.D. Act)

In the matter of dispute between :

Sh. Mohammad Shakir, 83/209 Parampurwa, Juh,
Kanpur—208015. U.P.

AND

The Small Arms Factory,
Ministry of Defence,
Kalpi Road,
Kanpur.

AWARD

1. In the present case on 8-8-88, Shri M. Lal, auth. representative for the workman was present. Management representative moved an application for adjournment. As the case was called out repeatedly at intervals, Management witness hence, cost of Rs. 25, was imposed on the management and the case was adjourned to 29-8-88 for the cross of the management witness.

2. On 29-8-88, the workman was not present nor his authorized representative was present before the Tribunal. The case was called out repeatedly at intervals. Management's representative Shri A. M. Sherya Asstt. Manager (Admn.) was present.

3. Thus from the above, it appears that the workman is not interested any more to prosecute his case. In the circumstances a no claim award is given in the case.

4. Let six copies of this award be sent to the Ministry for its publication.

[No. Z-13011/2/83-D.II(B)]

ARIAN DEV, Presiding Officer

का. आ. 3054 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 67 के अनुसरण में, केन्द्रीय सरकार, केन्द्रीय उत्तरी मैयार उद्यान संस्थान, लखनऊ के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को के-9-88 प्राप्त हुआ था।

S.O. 3054.—In pursuance of section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Kendra Uttar Maidan Udyan Sangathan, Lucknow and their workmen, which was received by the Central Government on the 9-9-1988.

ANNEXURE

BEFORE SHRI ARIAN DEV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, KANPUR

I.D. Case No. 23 of 1987

In the matter of dispute between
Shri Phool Chand,
Clo. Sh. M. Shakeel,
Secretary,

Krichi Karamchhari Sabha,
1, Abdul Aziz Lane,
Lucknow

Vs.

The Director,
Kendriya Uttar Maidani Uddyan Sangathan,
53-B, Mahanagar Sector-A Lucknow

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-42012/57/85-D.II(B) dt. 20-1-87, has referred the following dispute for adjudication to this Tribunal :

Whether the action of the Management of Kendriya Uttar Maidani Sanathan, Lucknow, in not regularising the service of Shri Phool Chand and terminating him from service from 19-6-85 is legal and justified ? If not, to what relief the concerned workman is entitled to, and from what date ?

2. In the instant case on 26-7-88, affidavit evidence was filed from the side of the workman and the case was fixed for 29-8-88 for the cross of the workman. On 29-8-88, Shri R. M. Shukla, appeared from the side of the management. None appeared from the side of the workman till 12.20 P.M.

3. Thus from the above it is quite evident that the workman is not interested to contest the case any more. In the circumstances of the case a no claim award is given against the workman.

ARJAN DEV, Presiding Officer

[No. L-42012/57/85-D.II(B)]

HARI SINGH, Desk Officer

नई दिल्ली, 26 सितम्बर, 1988

का. घा. 3055.—केंद्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना प्रयोजित था, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (1) के उपबन्धों के अनुसरण में भारत सरकार के अममन्त्रालय की अधिसूचना संख्या का. घा. 1293 दिनांक 14 अप्रैल, 1988 द्वारा मैग्नेसाइट खान उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 11 अप्रैल, 1988 से छः माह की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केंद्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ावा जाना अयोजित है।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (I) के परन्तुक द्वारा प्रदत्त-कृतियों का प्रयोग करते हुए केंद्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 11 अक्टूबर 1988 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का. सं. एस-11017/8/85 की 1(ए)]

नन्द लाल, अवसर सचिव

New Delhi, the 26th September, 1988

S.O. 3055.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 1293 dated the 11th April, 1988 the Magnesite Mining Industry to be a public utility service for the purposes of the said Act, for a period of six months, from the 11th April, 1988 ; 2401 GI/88—17

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months ;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 11th October, 1988.

[No. S-11017/8/85-D.I(A)]
NAND LAL, Under Secy.

का. घा. 3056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के उपखण्ड में, केंद्रीय सरकार, मै इस्त्रियन आईरा पुड स्टील कम्पनी लिमिटेड का चानाल्ला कोलियरी के प्रबन्धन से सम्बद्ध निगमों और उनके सर्वकारों के बीच, अन्तर्गत में विवाद औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण सं. 2 धानबाद के पंचाद को प्रकाशित करती है।

S.O. 3056.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2 Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Chasnalla Colliery of Messrs. Indian Iron & Steel Company Limited and their workmen.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

Reference No. 263 of 1986

In the matter of an industrial dispute under
Section 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of
Chasnalla Colliery of Messrs. Indian Iron
and Steel Company Limited and their
workmen.

APPEARANCES :

On behalf of the workmen—Shri C.S. Choubey,
Joint General Secretary, Coalfields Labour
Union.

On behalf of the employers—Shri Mohit
Mukherjee, Manager (Personnel).

State : Bihar.

Industry : Coal.

Dated, Dhanbad, the 29th August, 1988

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/113/86-D.III(A), dated, the 28th July, 1986.

SCHEDULE

"Whether the demand of Coalfields Labour Union that the management of Chasnalla Colliery of M/s. Indian Iron and Steel Company Limited should give promotions to Cat. VI, instead of Cat. V and treat Sundays as normal working days in respect of their workmen whose names are given below, is justified? If so, to what relief are these workmen entitled?"

1. Shri Mahesh Prasad.
2. Shri Bhagwan Ram.
3. Shri Ashok Chatraj.
4. Shri Raj Kumar Singh.
5. Shri Dhani Mondal.
6. Shri Shakti Padh Modi.
7. Shri S. N. Singh.
8. Shri William James.
9. Shri R. S. Banerjee.
10. Shri S. Pandey.
11. Shri P. C. Dutta.
12. Shri G. S. Prasad.
13. Shri K. N. Mahanta.
14. Shri Jodh Singh
15. Shri Apalendu Mishra.
16. Shri Madhusudan Singh.
17. Shri P. S. Marwa.

The case of the workmen is that the 17 concerned workmen named in the schedule of the order of reference were working as Fitters in maintenance department of Chasnalla colliery of M/s. IISCO. Ltd. They have been continuously engaged on duty on every Sunday since the date of their appointment and Sunday was treated as their normal working day and for that they were paid double their wages for working on Sunday as normal working day. The weekly rest day in relation to the concerned workmen happened to be a day between Monday and Saturday and not on Sunday. The management without complying the provision of Section 9A of the I.D. Act and without issuing any notice thereunder, suddenly and abruptly declared Sunday as weekly rest day of the concerned workmen and unilaterally changed their weekly rest day from the day between Monday and Saturday to Sunday which hitherto was treated as their normal working day. The said change resulted in loss of about Rs. 200 to 250 per month in the wages of the concerned workmen which they had been getting since their date of appointment while working on every Sunday, which was being treated as normal working day for them. The said loss has caused great financial hardship to the concerned workmen. This change in the weekly rest day of the concerned workmen from any other day to Sunday has caused a change in the condition of their service which is illegal and arbitrary.

The further case of the concerned workmen is that the concerned workmen have been continuously engaged in the work of Fitter-cum-Operator by the management although the management designated them as Fitter. The management designated them

as Fitter. The management should have paid wages of Cat. V for their work of Fitter-cum-Operator. The management did not designate the concerned workmen according to the work being done by them and the concerned workmen were taken the work of higher category but were paid wages of lower category. On protest being made by them the management designated them as Fitter-cum-Operator and paid the wages of Cat. V. The said designation and payment of wages in Cat. V was not a promotion but fitment to which they were entitled. Although the concerned workmen were first appointed as Fitter Cat. IV but they were being taken work of Fitter-cum-Operator forcibly from the date of their appointment. The post of Fitter and post of Operator are both the post of Cat. IV. As the management was taking work from them for both those posts of Fitter Operator they should have been paid wages of one higher category i.e., of Cat. V since the date of their appointment. According to the Wage Board Recommendation Fitter-cum-Operator has been allowed Cat. V. In ordinary course the promotion of Fitter of Cat. IV is in Fitter Cat. V. As the management took work of operator from them besides the work of Fitter, they should have been given Cat. V from the date of their appointment which ultimately the management allowed and the said fitment is now being described by the management as promotion given to the concerned workmen in Cat. V. If the management has given promotion to the concerned workmen they are entitled to be promoted in Cat. IV as they were already doing the work of Fitter-cum-Operator in Cat. V. The workmen have therefore claimed the difference of wages of Cat. IV and V from the date of their appointment and they should be given the difference of wages of Cat. V and Cat. VI with effect from 9-11-83 which was the date on which the concerned workmen were given Cat. V on their protest. The workmen have also prayed that due to the change of the weekly rest days they should be paid Rs. 250/- per month for the loss they have sustained due to the change of their rest day of Sunday.

The case of the management is that the reference is bad in view of the provision of NCWAs and the implementation instruction issued thereunder. According to the management two issues re-involved in the present case. The first issue relates to the demand for promoting the concerned 17 workmen to Cat. III instead of Cat. V and the second demand relates to the other claim for treating Sunday as normal working day. The Central Wage Board for coal industry and NCWAs as provided Cat. IV to skilled junior fitter Cat. V, to the skilled senior fitters and Cat. VI to highly skilled Fitters. As per recognised channel of promotion for Fitters, Fitter from Cat. IV is promoted to Cat. V and thereafter from Cat. V to Cat. VI and the promotion is on the basis of selection by merit. All the concerned 17 workmen were previously Fitter in Cat. IV and they were subsequently promoted to Cat. V as Fitter-cum-Operators as per Implementation Instructions dated 4th March 1981 of Joint Bipartite committee for the coal industry. Fitter from Cat. IV cannot be directly promoted to Cat. VI. The concerned workman never performed any job of Cat. VI as per job description laid down in the report of the Central Wage Board for Coal Industry and NCWAs. The concerned workmen had

worked only as Fitter when they were in Cat. IV. They were subsequently promoted to Cat. V as Fitter-cum-Operator with effect from 9-11-83 as per implementation instruction dated 4-3-81. The cadre scheme and promotion rules for mechanical and Electrical disciplines are contained in implementation instruction No. 3 dated 26-6-84 of JBCCI. The highest cost in ropeway as per implementation instruction No. 38 is that of Fitter-cum-Operator in Cat. V and the full job description of Fitter-cum-Operator of Cat. V is given therein. There is no designation of Fitter-cum-Operator in Cat. VI for the ropeways and as such the demand of the workmen for their promotion to Cat. VI from 9-11-83 is not justified. The demand of the workmen for payment of difference of wages of Cat. IV and Cat. V from the date of their appointment to 9-11-83 and for payment of difference of wages of Cat. V and Cat. VI from 9-11-83 is also not justified and the workmen are not entitled to the same.

In respect of the second demand of the workmen the case of the management is that the weekly rest day is a day without wages for the workers in the Coal industry as per the LAT Award, the Coal Wage Board Recommendation and the subsequent NCWA I, II and III. Sunday was the common weekly rest days for all the workers of Chasnalla Colliery from the very beginning. The LAT award laid down that the workers who were called to work on the scheduled weekly rest days of the colliery should be allowed remuneration @ 1 1/2 times of their normal wages which was subsequently increased to twice the normal rate of wages of a workman with effect from 1-1-79 as per para 11.4.1 of NCWA-II. Para 11.4.1 of NCWA-III provides that the workers in Mines and Establishments governed by the Mines Acts or factories Act called upon to work on weekly days of rest of the colliery establishment shall be allowed twice the normal wages where the payment is at a lesser rate. The workers called upon to work on Sundays in collieries were given compensatory rest days without wages in lieu thereof. The fact that the concerned workmen were paid wages @ 1 1/2 times prior to 1-1-79 and at twice the normal rate of wages from 1-1-79 for work on Sundays indicates that Sunday was the common weekly rest days for all the workers of Chasnalla colliery. If it was not so the concerned workmen would not have been paid extra wages for working on Sundays. Sunday was never fixed as normal working day for the concerned workmen. The management had put them on duty on Sundays whenever required. The workmen are obliged to go to work on Sundays/Schedule weekly rest days if they are called upon to work on such days by the management vide para 11.4.1 of NCWA-II and para 7.4.1 of NCWA III. If the workmen come to work on the weekly rest day and discharge their duties they are entitled to twice the normal wages for working on Sundays/weekly rest days of the colliery. The management never treated Sunday as the normal working day of the concerned workmen and it was for this reason that they were paid wage @ 1 1/2 times normal rate or twice the normal rate for working on Sundays. It is upto the management to determine whether any workman be called to work on any Sunday or not and it all depends on the requirement by the management. There is no merit in the implied demand of the workmen that Sundays should be treated as normal working day of the concerned workmen.

The work on Sunday is in the nature of overtime work and it is well settled that no workmen can claim as a right that he should be put on Overtime work and paid extra wages. It is therefore submitted on behalf of the management that there is no question for treating Sundays as the normal working day of the concerned workmen. There are thousands of workers employed in Chasnalla colliery whose normal weekly days of rest is Sunday and there is no special reason as to why these 17 concerned workmen should be put on separate footing from other workmen of the management when Sunday is a common and normal rest day for all the workmen of the colliery. It is submitted by the management that the demand of the workmen that the management should treat Sunday as their normal working days for the concerned workmen is not at all justification and the said demand is without any merit. On the above facts it is prayed on behalf of the management that the demand of the union be rejected.

The points for decision in the case are (1) whether the management should treat Sundays as normal working days in respect of the concerned workmen, (2) whether the concerned workmen should be given promotion to Cat. VI instead of Cat. V with effect from 9-11-83 and (3) whether the concerned workmen are entitled to the difference of wages of Cat. IV and V from the date of their appointment till 1-11-83 and that they should get difference of wages of Cat. V and Cat. VI with effect from 1-11-83.

The workmen examined two witnesses and the management examined one witness in support of their respective case. The documents of the workmen have been marked as Ext. W-1 to W-9 and the documents of the management have been marked as Ext. M-1 to M-6.

The case of the workmen is that Sunday was their normal working day for which they were given weekly rest day on other days of the week as specified in the list of weekly rest day attached to the W. S. of the workmen. It will appear from the said list that the concerned workmen were enjoying weekly rest days on different days of the week from Monday to Saturday. It is stated by the workmen that the said Sunday normal working day of the workmen were changed to different days of their rest for working on Sunday as their normal working day and that this change was made without giving notice under Section 9(A) of the I. D. Act. The question therefore is whether Sunday was the normal working day of the concerned workmen and that the said normal working day on Sunday was changed and they were given weekly rest day on Sunday. MW-1 Shri B. Ghosh is working as Superintending Engineer Incharge ropeways since about 2 years but he was working in ropeway department in Chasnalla Colliery since he joined in the service in 1969. He has stated that Sunday is the rest day in Chasnalla Colliery and only essential maintenance work is done on Sunday and there is no production on Sunday. He has further stated that service condition of all the workmen of ropeway division in Chasnalla colliery is the same and that in the entire colliery complex Sunday is the rest day. He has stated that since about two years the management is not employing any workman on Sunday and that Sunday is not the normal day of work of any

of the concerned workman. In cross-examination he has stated that the management was taking work from the workmen in respect of essential maintenance work two years ago and that no normal job was carried out on Sunday in the colliery. He has stated that prior to 1983 the workmen who were engaged to work on Sunday were given one day rest plus wage which was either 1-1/2 or double. WW-1 Bhagwan Ram is one of the concerned workman in this case. He has stated that their normal working day in Chasnalla colliery Ropeway department were Sunday, Monday, Tuesday, Thursday, Friday and Saturday and that the said normal working days were changed to Monday, Tuesday, Wednesday, Thursday, Friday and Saturday. He stated that Sunday was the normal working day since before the time of his appointment and that the change in the normal working days became effective from October, 1984 and that the previous normal working days had continued even after NCWA-II and III. He has also stated that the management gave them no notice for the change of the normal working days. He has further stated that there were Fitters, who have their rest days on Sundays since before the change in the normal working days and that the persons working in the ropeway who have Sunday as weekly rest days are given overtime if they are called on duty on Sunday. In cross-examination he has stated that on Sunday the work of maintenance is done in the ropeway division but no production work is done on Sunday. He stated that those who are required to work on Sunday were given notice to work on Sunday and as they are called to work on Sunday they are given double their wages under NCWA-III. He has stated that the service condition of all the workmen working in the ropeway division is the same. He has further stated that the management calls workmen to do the maintenance work on Sunday as required by them and that on all the Sunday a set group of persons are called to do the maintenance work on Sunday and it is not changed. The evidence of WW-1 in a way has gone to a great length in showing the faisty of the claim of the workmen that Sunday were their normal working day. The case of the workmen as stated in their Written statement will show that the weekly rest day of the concerned workmen were from Monday to Saturday as stated in the list of rest day of the workmen attached to the W.S. The evidence of WW-1 falsifies the said days of rest of the concerned workmen given in the said list. WW-1 has stated that their normal working day in the ropeway department were Sunday, Monday, Tuesday, Thursday, Friday and Saturday which will show that Wednesday was not their normal working day and as such the facts stated in the list is not supported by WW-1.

It has been admitted by WW-1 that on Sunday the work of maintenance is done in the ropeway division and that the management calls workmen to do the maintenance work on Sunday as required by them and that on all the Sundays the set group of persons are called to do the maintenance work on Sunday and it is not changed. It will also appear from the evidence that when the workmen are called to work on Sunday they are given double their normal wages as provided in NCWA-III. WW-2 Fani Mandal also claims to be one of the concerned workman and has stated that his name Fani Mandal has been

wrongly written as Dhni Mandal in the schedule to the order of reference. He has stated that prior to NCWA-II they used to get 1-1/2 days wages for working on Sunday and that their claim is that due to the change of the duty holidays they have incurred loss which has to be paid by the management. In cross-examination he has stated that on Sunday no production was being done in Chasnalla colliery and only maintenance work is done on Sunday. He has admitted that presently he does not work on Sunday as the management gave an order in writing that they are not required to work on Sunday. The fact which come in evidence of WW-2 is of great significance when he has stated that prior to NCWA-II they used to get 1-1/2 days wages for working on Sunday. If Sunday was the normal working day of the concerned workmen as being asserted by them the management would not have paid 1-1/2 days wages to them for working on Sunday. This is significant to show that the concerned workmen had weekly rest days on Sunday but as they were required to work by the management on Sunday which was their rest day, they were paid wage @ 1-1/2 days wages for working on Sundays. It is thus admitted case of the workmen that the concerned workmen were getting wages @ 1-1/2 days wages or double the wages for working on Sunday and this is amplified by Ext. W-6 which is the pay slip of concerned workman Bhagwan Ram for May, 1981, September and November, 1983 and July and September, 1984 showing that Bhagwan Ram had received extra wages for working on Sundays. If Sunday had been his normal working day the pay slip would not have shown the payment of wages separately for Sunday. The payment of wages on Sunday has been shown besides his wages for the month and it is therefore apparent that Bhagwan Ram was getting extra payment for working on Sunday which was his rest day otherwise the said excess payment for working on Sunday would not have been paid to him.

There are two other documents namely Ext. W-3 and W-4 filed by the workmen on the basis of which it is submitted that Sunday was their normal working day and in case they failed to turn up on Sunday, disciplinary proceeding was taken against them. Ext. W-3 is dated 8-3-77 by which one G. S. Prasad was warned of strong disciplinary action if he did not work on Sunday in accordance with the circular dated 1-12-77 by which G. S. Prasad was instructed to work on Sunday as his normal working day and in lieu thereof he was to get rest day on Wednesday and that he was to be paid 1-1/2 times of his normal wages apart from the compensatory rest. The word "as G. S. Prasad's normal working day as Sunday" is being interpreted by the workmen in support of their case that Sunday was the normal working day and if a workman did not turn up on Sunday disciplinary action was taken against him. Ext. W-4 dated 15-12-77 is also addressed to Shri G. S. Prasad, Mechanical Fitter. It is in connection with the same matter as in Ext. W-3. Thus normal working day of some workmen as stated in Ext. W-3 and W-4 is explained by the evidence of WW-1 himself. WW-1 has stated that the management calls workmen to do maintenance work on Sunday as required by them and that on all Sundays the said group of persons are called to

do the maintenance work on Sunday and it is not changed. It appears that the management had made an arrangement that the same set of persons were asked to work on Sunday for doing maintenance work and this arrangement of said group of persons asked to work on Sunday was being called as the normal working days of those said group of persons. Had it not been so the concerned workmen who were asked to work on Sunday would not have been paid wages @ 1-1/2 day or double wages for working on Sunday. I hold therefore that Ext. W-3 and W-4 do not establish that Sunday was the normal working day of the concerned workman. In fact, Sunday as stated by WW-1, was described as normal working day of the said group of workmen as the same set of workmen were required to work in the maintenance of his work on Sunday for which they were paid extra wages, and it cannot be said that Sunday was the normal working day of the concerned workmen.

The management has filed Ext. M-5 and M-6 dated 7-3-85 and 2-4-85 respectively which are letters from Ministry of Labour, Government of India to the Secretary, Bihar Colliery Kamgar Union, Dhanbad in respect of industrial dispute raised on behalf of Satrugan Mahato and 7 others and Shri Nityananda and 3 others in respect of the normal working day on Sunday. It will appear from these letters that the Labour Ministry refused to refer those disputes for adjudication on the ground that Sunday was the normal day of rest of those workmen and that they were called to work by the management as was required on Sunday and for which those workmen were paid extra wages and that the union or any workman is not entitled to claim for work on Sunday with extra payment of wages. I have referred to the above letters as it has been filed by the management in support of their case but I have not placed any reliance on these letters Ext. M-5 and M-6 but have considered the matter in dispute independently on the oral and documentary evidence in the case other than Ext. M-5 and M-6.

In view of the discussions made above I hold that Sunday was not the normal weekly rest day for the concerned workman and that Sunday was always the normal day of rest of the concerned workmen and when they were required to work on Sunday by the Management they were paid extra wages of working on rest day and they were further allowed some other day as their day of rest instead of Sunday. I further hold that the management should not treat Sundays as normal working days in respect of the concerned workmen.

It is submitted on behalf of the workmen that the management has changed their weekly rest days without giving them notice under Section 9(A) of the I.D. Act. I have already held above that Sunday was weekly rest day of the concerned workmen and they are continuing to have Sunday as their weekly rest day. The only thing it appears is that formerly the management was taking work from the concerned workmen on Sunday and were paying wages at higher rate and they were being given weekly rest day on some day other than Sunday and that now the management is not taking work from the concerned workmen

on Sunday. The evidence discussed in the case above shows that Sunday was the weekly rest day of the concerned workmen and as the said rest day has not been changed, the management was not required to give any notice under Section 9(A) of the I.D. Act.

The next point to be discussed is whether the concerned workmen should be promoted to Cat. VI instead of Cat. V.

One of the concerned workmen named in the schedule to the order of reference at Sl. No. 16 is Madhusudan Singh. MW-1 working as Superintending Engineer, Incharge ropeways has stated that the concerned workman Shri Madhusudan Singh was holding the post of Electrician in Cat. VI and at present he is Asstt. Foreman Electrical in Technical Grade-C. WW-1 Bhagwan Ram who is one of the concerned workman has stated in his cross-examination that one of the concerned workman Shri Madhusudan Singh is working as Asstt. Foreman Electrical in Technical and Supervisory Grade-C and that no claim is being made on his behalf for Cat. VI. It appears therefore that the workmen have given up the case of Shri Madhusudan Singh as he has already got Technical and Supervisory Grade-C as Asstt. Foreman which is the job of higher grade than the job of Cat. VI. It has been submitted during the course of argument by the workmen that they have given up the case of Shri Madhusudan Singh and that no Award need be passed in respect of Shri Madhusudan Singh.

It is admitted by the management in para-11 of the W-S that the concerned workmen were previously Fitter in Cat. IV and were subsequently promoted to Fitters Operator Cat. V as per implementation instruction of the JBCCI. MW-1 working as Superintending Engineer, Incharge ropeways has stated that Fitters are in Cat. IV (skilled junior), Cat. V (Skilled senior) and Cat. VI (highly skilled) and that the chain of promotion is from Cat. IV to V and from Cat. V to Cat. VI. He has further stated that some of the Cat. IV Fitter have been promoted to Cat V Fitter Operator and he has also got prepared statement Ext. M-3 showing that some of the concerned workmen have been promoted to Cat. V. He has also stated that the concerned workmen have not ever performed the job of Cat. VI. He has also stated that the concerned workmen were working as Fitter in Cat. IV and they had never worked as Operator in Cat. IV. According to him there were other workmen who were working as Fitter-cum-Operator in Cat. V and their number was sufficient. He has stated that in order to give encouragement the concerned workmen were given promotion to Cat. V. In cross-examination given promotion to Cat. V. In cross-examination MW-1 has stated that he cannot say if in NCWA-III there is a separate cadre scheme for ropeway department and that there was any post of Fitter-cum-Operator in ropeway department prior to NCWA-II or that prior to NCWA-III the post of Operator and Fitter were separate in the ropeway department and that both of them were in Cat. IV. He has stated that there was no post of Operator in the ropeway department prior to NCWA-III. He has also stated that the Fitter and operators in the ropeway are doing identical work. In para-11

of the rejoinder filed by the workmen it is stated that the job of Cat. VI is being taken from the concerned workmen. It is further stated that according to NCWA Fitter-cum-Operator are in Cat. V. The workmen in the said para has referred to the implementation instruction No. 38 dated 16-3-81 which governs the promotion of the workmen in the ropeway division. Ext. W-2 is the implementation instruction No. 38 dated 16-3-81 dealing with the grouping designation nomenclature, job description of workers employed in ropeways. According to the workmen this implementation instruction No. 38 governs the promotion of the concerned workmen in the ropeways. It will appear from Ext. W-2 that there is a post of Fitter-cum-Operator in Cat. V and there is no post of Fitter-cum-Operator in Cat. IV. It will also appear that in Cat. IV there is a post of dredger operator Grade-III and its job description is given. There is no post either of mechanical fitter or operators in Ext. W-2. The appointment letter of one of the concerned workman Bhagwan Ram dated 25-9-1973 marked Ext. W-5 has been filed in this case which shows that he was appointed as Mechanical Fitter. It has been submitted that the other concerned workman also received appointment letter as Ext. W-5. As discussed above Ext. W-2 will show that there was no post of mechanical Fitter or Mechanical Operator in ropeways. The post of Mechanical Fitter is in cadre scheme for Electrical and Mechanical discipline. Ext. M-1 is the cadre scheme/promotional rules for electrical and mechanical discipline. Annexure-VII-13 is in respect of promotional channel of E & M personnel (Mechanical Fitters). It will show that the designation of helpers is in Cat. II, Mechanical Fitter in Cat. IV, Mechanical Fitter in Cat. V, Mechanical Fitter in Cat. VI, Asstt. Foreman Mechanical Grade-C, Foreman Mechanical in Grade-B and Foreman In-charge (in Grade-A). It will thus appear from the appointment letter Ext. 1.15 and the cadre scheme Ext. M-1 and the implementation instruction No. 38 that the concerned workmen were appointed as Mechanical Fitter in Cat. IV and ordinarily their chain of promotion would have been as Mechanical Fitter in Cat. V. It will appear from the evidence of MW-1 that the concerned workmen were promoted from Cat. IV to Fitter-cum-Operator Cat V in order to give encouragement to them. It appears therefore that the concerned workmen were actually appointed as Mechanical Fitter in Cat. IV of the E & M personnel but as they were admittedly working in the ropeways it was not possible to fit them in any of the categories of ropeway as there was no post of Fitter in ropeways when it came to the management that the concerned workmen should be given promotion there was no other way than to place them in Fitter-cum-Operator Cat V of the ropeways.

In Ext. W-2 the job description of Fitter-cum-Operator is stated. There is absolutely no evidence in the case to show that the concerned workmen are doing any job other than the job description of Fitter-cum-operator given in Ext. W-2. In fact no evidence has been led on either of the parties regarding the specific jobs being performed by the concerned workmen. It is for the workmen to show that the concerned workmen were doing the job of operator while they were working under the designation of Mechan-

cal Fitter in Cat. IV. It will also appear from Ext. W-2 that there is no post of Fitter-cum-Operator in Cat. VI in ropeways and as such the concerned workmen cannot claim promotion as Fitter-cum-Operator Cat. VI. It appears that there is much confusion in case of the workmen. They were first appointed as mechanical Fitter in Cat. IV but they were promoted as Fitter-cum-operator in Cat. V of the ropeways and not of the E&M personnel. Now they are claiming promotion in Cat. VI as in the promotional channel of E & M personnel as there is no Category-VI in the ropeways. It will thus appear from Ext. W-8 dated 29-1-1985 issued by the management that the workmen mentioned in it were promoted from Cat. IV to Category V vide letter dated 21-11-85 and that the date of their actual increment shall fall due as mentioned in their promotion letters. It is stated that they did not get incremental benefit of Cat. V from 1-11-1984 and as such direction was made to pay them their incremental benefits on account of promotion and arrears of the same at the earliest. The names of some of the concerned workmen were mentioned in it. It will therefore appear from Ext. W-8 that some of the concerned workmen were promoted in Cat. V. The workmen did not submit the order of their promotion. The management, however, has filed the order of promotion of one of the concerned workman Shri Bhagwan Ram and the same is Ext. M-2 dated 9-11-83. It will appear that Bhagwan Ram was promoted as Mechanical Fitter-cum-Operator in Cat. V with retrospective effect from 1-11-1983 and that his next date of annual increment shall fall due on 1-11-84. In Ext. M-3 the management has given the statement of details of the concerned workmen to show that there is date of initial appointment, category and designation in which appointed and designation, category and date of subsequent promotion if any. There is no document to show that the concerned workmen had worked as Fitter-cum-Operator Cat. V.

WW-1 Shri Bhagwan Ram has stated that he was first appointed on 25-9-73 as Mechanical Fitter Cat. IV and he has also stated about the channel of promotion of Mechanical Fitter. He has stated that the post of Mechanical Operator is in Cat. IV and that the job of Mechanical Fitter and Mechanical Operator are different. He has stated that the management was taking the work of Mechanical Fitter and Mechanical Operator from all the concerned workmen and that one category increment higher is given to the workmen working in two jobs of similar category. Neither MW-1 nor MW-2 have stated about the specific job which were being performed by them as Mechanical Fitter and Mechanical Operator. He has also stated that they are claiming difference of wages of Cat. IV and Cat. V from the time they were working as Mechanical Fitter-cum-operator since 30-9-1973. The workmen have produced no earlier document to show that they had ever claimed the difference of wages of Cat. IV and Cat. V for working as Fitter-cum-Operator since 30-9-73. If the concerned workman actually worked as Fitter-cum-Operator since 1973 they must have raised the objection of claim that they should be paid the wages of Cat. V from the date of

our appointment but we do not find any paper to show that any claim was made by them prior to the arising of the present industrial dispute. Raising of claim after such long period itself falsifies the claim of the workmen.

WW-1 has stated that the normal channel of promotion is from Cat. IV to Cat. V and from Cat. V to Cat. VI and that the categorisation/promotion and payment to the workmen is made in accordance with JCWAs. He has further stated that there is a post of Mechanical Fitter-cum-Operator in Cat. VI but he has not filed any paper in support of it. The workmen have filed the grouping designation, job description of workers employed in ropeways Ext. W-2 but the said document does not show that there is a post of Mechanical Fitter-cum-Operator in Cat. VI of the ropeways. This Tribunal cannot promote the concerned workmen from Fitter-cum-Operator Cat. V of the ropeways to Cat. VI of the ropeways as there is no post of Fitter-cum-Operator in Cat. VI of the ropeways.

From the discussions made above it appears that the concerned workmen were working as Fitter when they were in Cat. IV and that they were subsequently promoted to Cat. V as Fitter-cum-Operator as per implementation instruction Ext. W-2 with effect from 9-11-83. If the concerned workmen were in Cat. IV they cannot claim to be promoted directly in Cat. VI as this will be against chain of promotion provided in cadre scheme and as such the claim of the workmen that the concerned workmen should be given Cat. VI from the date of their promotion in Cat. V cannot be accepted. I further hold that the concerned workmen are not entitled to the difference of wages of Cat. IV and V from the date of their appointment till the date of their promotion in Cat. V with effect from 1-11-83 and that they are also not entitled to the difference of wages of Cat. V and Cat. VI from the date of their promotion in Cat. V.

In the result, I hold that the demand of the coal-field Labour Union that the management of Chasnalla Colliery of M/s. IISCO, Ltd. should give promotion to the concerned workmen to Cat. VI instead of Cat. V and treat Sundays as normal working days is not justified and accordingly the concerned workmen are entitled to no relief.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-20012/113/86-D.II(A)/DIV(A)]
K. J. DYVAPRASAD, Desk Officer

नई दिल्ली, 27 सितम्बर, 1988

का. सा. 3057—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उत्प्रवास संरक्षी कार्यालय, दिल्ली में श्री संगलसेन टंगरी, प्रवर सचिव, वन मंत्रालय के दिनांक 23-9-1988 से 30 सितम्बर 1988 तक प्रयुक्त श्री शिंगरा सिंह उत्प्रवास संरक्षी दिल्ली के प्रकाश से वापस आने की तिथि तक, जो भी पहले हो उत्प्रवास संरक्षी दिल्ली के सभी कार्य करने के लिए प्राधिकृत करती है।

[सं. ए-22012 (1)/86 उ. प्र. 2]
करनैल सिंह, संयुक्त सचिव

New Delhi, the 27th September, 1988

S.O. 3057.—In exercise of the powers conferred by Section 5 of the Emigration Act, 1983 (31 of 1983), the Central Government hereby authorises Shri M. S. Tangry, Under Secretary in the Ministry of Labour, to perform all functions of Protector of Emigrants, Delhi from 23rd September, 1988 to 30th September, 1988 or the date of return of Shri Shingara Singh, Protector of Emigrants, Delhi from leave whichever is earlier.

[No. A-22012(1)/86-Emig.II]
KARNAIL SINGH, Under Secy.

